Vendor Name	Ref Doc	Award Date Ct	Validity Per. Start	Validity Period End	G/L Acct Long Text	Delivery Date	Original Value	Total PO Amount
CENTRE OF EXCELLENCE FOR	4500123599	2015-04-02	2015-04-02	2015-08-28	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-04-01	\$14,944.25	\$14,944.25
TBP & ASSOCIATES INC.	1908158060	2015-04-20	2015-04-20	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-04-17	\$24,860.00	\$24,860.00
IBM CANADA LTD	1935857995	2015-04-22	2015-04-22	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-04-15	\$24,860.00	\$24,860.00
GSI INTERNATIONAL CONSULTING G	1929458193	2015-05-04	2015-05-04	2015-06-30	EDP CONSULTANTS	2015-04-28	\$24,679.20	\$24,679.20
CCI LEADERSHIP INSTITUTE	4500124324	2015-05-12	2015-05-12	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-05-08	\$24,973.00	\$24,973.00
CONVERSART CONSULTING LTD.	1920458579	2015-07-02	2015-07-02	2015-12-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-12-31	\$24,408.00	\$24,408.00
COACHING ALLIANCES	1937158338	2015-07-06	2015-07-06	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-06-13	\$5,650.00	\$5,650.00
JHG CONSULTING NETWORK INC	1913858545	2015-07-06	2015-07-06	2015-10-07	EVALUATION SERVICES '	2015-07-06	\$24,860.00	\$24,860.00
HALIFAX GROUP, THE	1928558714	2015-07-22	2015-07-22	2015-09-30	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-09-30	\$16,526.25	\$16,526.25
JHG CONSULTING NETWORK INC	1913858715	2015-07-23	2015-07-23	2016-01-31	EVALUATION SERVICES	2016-01-31	\$24,860.00	\$24,860.00
n12 Consulting Corp.	1940258855	2015-08-07	2015-08-07	2015-12-31	EDP CONSULTANTS	2015-12-31	\$24,238.50	
NCR ASSOCIATES	1914758720	2015-08-21	2015-08-21	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-07-27	\$22,571.75	
ALTIS HR	1927858963	2015-08-31	2015-08-31	2015-12-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-08-31	\$24,636.83	
EXCELLENCE RHR CONSULTATION IN	1914758725	2015-09-04	2015-09-04	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-07-27	\$21,696.00	
CACHE CONSULTING CORPO.	1939959386	2015-11-04	2015-11-04	2016-03-31	EDP CONSULTANTS	2015-10-23	\$24,992.78	\$24,992.78
PLEIAD CANADA INC.	1902459344	2015-11-06	2015-11-06	2017-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-11-06	\$14,940.98	
PETER CAMERON AND ASSOCIATES I	1902459374	2015-11-16	2015-11-17	2017-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-11-17	\$11,300.00	\$11,300.00
MAXSYS	1929459319	2015-11-25	2015-11-25	2016-09-30	EDP CONSULTANTS	2015-11-20	\$11,300.00	
AIM GROUP INC, THE	1927959565	2015-12-07	2015-12-07	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-01-29	\$24,860.00	
DENNERY RESOURCES	1927059696	2015-12-18	2015-12-18	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-12-18	\$19,436.00	
PROTAK CONSULTING GROUP INC	1929469621	2016-01-11	2016-01-11	2016-03-31	EDP CONSULTANTS	2015-12-15	\$24,814.80	
SYSTEMSCOPE INC.	4500126833	2016-01-11	2016-01-11	2016-05-31	EDP CONSULTANTS	2015-12-23	\$24,973.00	
I4C CONSULTING INC.	1940269523	2016-01-15	2016-01-15	2016-03-31	EDP CONSULTANTS	2016-01-15	\$38,808.72	
LANSDOWNE TECHNOLOGIES INC.	1904669955	2016-01-28	2016-01-28	. 2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-02-02	\$3,390.00	
BEYOND TECHNOLOGIES CONSULTING	1939969943	2016-02-02	2016-02-02	2016-03-31	EDP CONSULTANTS	2016-03-31	\$24,012.50	
DENNERY RESOURCES	1914760101	2016-02-12	2016-02-12	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-02-11	\$9,986.38	
ARTEMP PERSONNEL	1928068439	2016-02-17	2016-02-17	2016-09-30	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-04-01	\$23,363.88	
PROTAK CONSULTING GROUP INC	1929460112	2016-02-25	2016-02-25	2016-03-31	EDP CONSULTANTS	2016-02-19	\$24,408.00	\$24,408.00
ORANGUTECH INC.	1929460113	2016-02-25	2016-02-25	2016-03-31	EDP CONSULTANTS	2016-02-19	\$24,950.40	\$24,950.40
SAMSON & ASSOCIÉS	1921960306	2016-03-03	2016-03-03	2016-04-30	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-03-31	\$19,888.00	\$19,888.00
FAST TRACK STAFFING INC.	1929460342	2016-03-09	2016-03-09	2016-07-31	EDP CONSULTANTS	2016-03-07	\$19,012.25	
THE RIGHT DOOR	1921960410	2016-03-17	2016-03-17	2016-05-13	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-03-31	\$24,747.00	
QMR STAFFING SOLUTIONS ·	1928560428	2016-03-30	2016-03-30	2016-06-30	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-03-15	\$21,470.00	\$21,470.00

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Gouvernement du Canada

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Professi	ional Serv	ices Contract
Contrat de	services	professionnels

Contract N° N° du cantrat Standing affer N° N° da l'Offre à commande 4500123599 Validity Data - Période Valide

From/De: 04/02/2015 To/A: 08/28/2015

Value af contract - Valeur du contrat Tax Amount Montant de la taxa 1,719.25 CAD 13.225.00 CAD 14,944.25 CAD Issuing Office Address - Adresse du bursau d'origine Contractor's name and address - Nam et edressa da l'antrapraneu CENTRE OF EXCELLENCE FOR

RESEARCH AND STATISTICS DIVISION DEPARTMENT OF JUSTICE CANADA ATT: LOUISE FREITAS 613-957-9632 284 WELLINGTON, EMB-6072 OTTAWA ON K1A 0H8

Financial codas - Codes financiers

70024 -

3750

Contact Name - Personne-ressource Desbois, Sylvain

Tel. No - Nº de tél. 613-960-4881 PS MARKETING 300-205 CATHERINE ST OTTAWA ON K2P 1C3 CANADA

/andar - Fournisseur

141827

Contact Nama - Persanna-rassaurce

Tal. No - Nº da tél.

Description - Description Social media monitoring

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguitles of the wording in this document, the wording that first appears on the document shall preveil.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux. Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of: Le contret est administré selon les lois en vigueur dans la province suivante:

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

MAC LEAN Signature

Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed an bahalf of Her Majesty the Quesn in right of Canada by the duly authorized afficer.

Ce contrat a été eigné su nom de Sa Majesté la Raine du Chef du Can-da par l'agent autorisé.

Date Signature

Camracting Authority - Autorité contractuelle

Talephone - Tátéphane

Address - Adresse

Beverly Charette - Director CMMD

CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Centractor effers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) setout therefore.

L'antrepreneur s'engags à vendra at à fournir au Ministra, selan les termes et conditions énumérés dans ce documant, les biens et/ou les services apécitiés au prix idantifié dans la dacument.

Signature

April 6, 2015

Date

Canadä



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Professional Services Contract Contrat de services professionnels

Contract N° N° du contrat N° N° de l'Offre à commando 4500123599

GENERAL CONDITIONS

The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained.

The document is available at: http://www.justice.gc.ca/eng/dept-min/cont/ffc-vl.html

CONDITIONS GÉNÉRALES

Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites; sous réserve des autres conditions contenues dans la présente.

Ce document est disponible au: http://www.justice.gc.ca/fra/min-dept/cont/vt-lfc.html



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Professional Services Contract Contrat de services professionnels

Contract Nº	Standing offer N°
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PART 6: RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Statement of Work

This Contract is being issued for the requirement of Professional Services for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

6.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.2.1 General Conditions

2010B (2014-11-27), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

- 6.3 Security Requirements
- 6.3.1 There is no security requirement applicable to this Contract.
- 6.4 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

Project	lead:	
Project	support:	

- 6.5 Term of Contract
- 6.5.1 Period of the Contract

The period of the Contract is from award date to August 28, 2015 inclusive.

6.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 1 additional 4 months period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Sylvain Desbois

Canadä



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Professional Services Contract Contrat de services professionnels

Contract N° Standing offer N° N° de l'Offre à commande 4500123599

Contracts Management Officer 284 Wellington Street - EMB1233 Ottawa, Ontario K1A 0H8

Telephone: 613-960-4881

E-mail: sylvain.desbois@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.6.2 Project Authority

Mylène Lambert Researcher Research and Statistics Division 284 Wellington Street - EMB 6073 Ottawa, Ontario K1A 0H8

Telephone: 613-957-7410

E-mail: mylene.lambert@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.6.3 Contractor's Representative

Managing Partner
Centre of Excellence for Public Sector Marketing (CEPSM)
300-205 Catherine Street
Ottawa, ON
Telephone:
E-mail address: @cepsm.ca

6.7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.8 Payment

6.8.1 Basis of Payment: Firm lot price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price as specified in Annex B - Basis of Payment, for a cost of \$13,225.00. Customs duties are included, and Applicable Taxes are extra, if applicable.

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Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.8.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

- 6.9 Method of Payment
- 6.9.1 Milestone Payments

For the work as described in Annex A - Statement of Work, Canada will make milestone payments in accordance with the Schedule of Milestones outlined in Annex B and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.9.2 Payment by Direct Deposit

Payments by direct deposit will be subject to article 19 - Payment Period and Article 20 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services - forming part of this Contract.

To complete a direct deposit registration, the Contractor must complete and submit the Recipient Electronic Payment Registration Request Form from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under article 19 - Payment Period and Article 20 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services - forming part of this Contract will not apply, until the Contractor corrects the matter.

6.10 Accounts and Audit

- 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any to the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any to the Contractor agrees to repay any overpayment immediately on demand by Canada.



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credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

6.11 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

6.12 Invoicing Instructions

6.12.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.

Each claim must be supported by the following, where applicable:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the release document and any other documents as specified in the Contract;
- c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d) a copy of the monthly progress report.

6.12.2 Claims must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- 6.13 No Responsibility to Pay for Work not performed due to Closure of Government Offices
- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

6.14 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.15 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.16 Priority of Documents

The order of documents shown below reflects current Policy and Legal advice. The Contracting Authority must amend the list to reflect the applicable documents and list the annexes in order of priority, as applicable. When more than one supplemental general conditions apply to the requirement, the Contracting Authority must identify the supplemental general conditions in ascending



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numerical sequence based on the identification number.

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010 (2014-11-27)
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) Supply Arrangement Number E60ZT-120001/531/ZT and
- (g) the Contractor's bid dated March 9, 2015

6.17 Basis for Canada's Ownership of Intellectual Property

The Department of Justice has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: the bidder has declared in writing that he is not interested in owning the Intellectual Property Rights in Foreground Information;

6.18 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

6.19 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

6.20 Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The



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Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

6.21 Government of Canada Web Standards

The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices.

In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise

6.22 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

6.23 Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- The Contractor has no obligation regarding claims that were only made because:
- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or



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4500123599	

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX A: STATEMENT OF WORK

1. TITLE

Social media monitoring: Dissatisfaction with the justice system

OBJECTIVE

The project will explore the aggregate conversation trends taking place surrounding dissatisfaction with the justice system overall. Social media is an often overlooked and underexploited source of information on frustration and dissatisfaction in contemporary society. It is hoped that this project will help identify emerging issues for the Department, and suggest new areas for research and exploration.

3. BACKGROUND STATEMENT

Over the last few years, Justice Canada has had an active presence on social media. Among other things, Justice Canada uses these platforms to share reports, announce funding and new legislation, post photos of events and comment on news reports. These "digital activities" can also be used to inform the public, provide the Justice department's orientation, seek the public's reaction, stimulate dialogue, and prompt individual's points of view on different issues.

In all of these messages and conversations, there could be implicit disapproval, dissatisfaction or praise and approval. The points of dissatisfaction and disapproval are especially important because they could be areas the Government of Canada could review to explore the concerns of Canadians.

Even without formal digital activity from the department, Justice Canada finds lot of "conversations" and reaction on social media related to people starting discussions and showing frustration regarding the justice system in their personal lives (ex. spouse not paying child support and "government not doing anything about it #.", for example). The conversations could also be related to justice system cuts, to government litigation, etc.

Sometimes, the conversations or expressions of frustration lead to other topics or become linked to other systems such as health, education, parenting, public legal information, etc. For example, someone can complain about graffiti and the fact that "nobody is there to punish those kids#." In this instance, a multidimensional assessment of the graffiti problem may actually be a product of poor parenting, limited social support and poor social cohesion. This more nuanced conversation that involves multiple related issues will be explored in this project.

Research and Statistics Branch.

4 REQUIREMENT DESCRIPTION

4.1 SCOPE

The project will explore the aggregate conversation trends taking place surrounding dissatisfaction with the justice system overall. Social media is an often overlooked and underexploited source of information on frustration and dissatisfaction in contemporary society. It is hoped that this project will help identify emerging issues for the Department, and suggest new areas for research and



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Professional Services Contract Contrat de services professionnels

Contract N° Standing offer N° N° du contrat N° de l'Offre à commande 4500123599

exploration.

Research questions:

Over the last 90 days (historical data is limited to 90 days):

- 1. What are the key issues/themes/topics and communities of dissatisfaction prevalent on social media in relation to the justice system in Canada?
- 2. Who are the key influencers/commentators within communities of dissatisfaction?
- 3. What are the key concerns of communities of dissatisfaction?
- 4. What additional issues/topics are discussed within communities of dissatisfaction?
- 5. What other communities do these communities of dissatisfaction associate with (e.g. health, education, parenting, etc#)?
- 6. What is the conversation volume?
- 7. What are the trending links, photos, videos, and hashtags?

4.2 TASK / DETAILED SERVICES

- 1. Hold project launch meeting
- 2. Develop project work plan and schedule of activities, tasks and timelines (CEPSM will work with the Project Authority to finalize the proposed Work Plan and schedule of activities, tasks and timelines. Once finalized, a copy will be sent to the Project Authority.)
- 3. Research and review provided internal documents (In order to attain a comprehensive understanding of the context surrounding this Justice Canada initiative, CEPSM will review any critical documents and policies that are relevant to the project and within scope)
- 4. Conduct a Social Media Presence Audit

A social media presence audit allows an organization to gather actionable evidence-based insights and business intelligence through the strategic monitoring and network analysis of public social media content. CEPSM will begin by working collaboratively with Justice Canada to create focused keyword groups (maximum 5) based on the topics that are most pertinent to Justice Canada and best address the research questions provided in the Statement of Work.

This stage also involves creating source filters, adjusting skewed data and testing the integrity of initial results before performing deeper analysis. CEPSM will thoroughly sift through and clean the resulting datasets for each keyword group. Using the tools to which they subscribe, CEPSM will go back in time (90 days) to provide "snapshot data" over a specific time-period, ensuring that results are not skewed by a single event.

Additionally, various geo-filtering tools and techniques will be used to ensure the dataset is comprised of primarily Canadian results (unless requested otherwise). For each keyword group CEPSM will include actionable insights surrounding: Key Influencers, network visualization (using exported raw datasets), seasonality patterns, conversation volume, trending links, photos, videos, key hashtags, sentiment analysis, etc.

All of the information gathered will be thoroughly analyzed by CEPSM data analysts to gain a better understanding of context and relevancy in relation to the research goals and strategic priorities of Justice Canada. Once complete, CEPSM will develop a comprehensive visual report in PPTX format to summarize its findings.

4.3 DELIVERABLES AND ACCEPTANCE CRITERIA

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Standing offer N° N° du contrat N° N° de l'Offre à commande 4500123599

DELIVERABLE 1: PROJECT MEETING

CEPSM will meet with the Project Authority as well as key project stakeholders to gain a better understanding of the organization, desired project outcomes and the action items associated with the delivery of all tasks and deliverables. Part of this meeting would also include initial brainstorming of keyword group suggestions.

Due date: Week of April 6, 2105

DELIVERABLE 2: WORKPLAN

-CEPSM will work with the Project Authority to finalize the proposed Work Plan and schedule of activities, tasks and timelines. Once finalized, a copy will be sent to the Project Authority.

Due date: Week of April 13, 2015

DELIVERABLE 3: RESEARCH AND REVIEW

-In order to attain a comprehensive understanding of the context surrounding Justice Canada initiative, CEPSM will review any Justice documents and policies that are relevant to the project and within scope.

Due date: Week of April 13, 2015

DELIVERABLE 4: SOCIAL MEDIA AUDIT (DRAFT)

-Conduct a Social Media Presence Audit (Draft)

Due date: Week of April 30, 2015

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DELIVERABLE 5: SOCIAL MEDIA AUDIT (FINAL)

-Conduct a Social Media Presence Audit (Final)

Due date: Week of May 14,2015

DELIVERABLE 6: SENIOR MANAGEMENT PRESENTATION

-CEPSM will perform final revisions and deliver a condensed summary presentation of the Social Media Presence Audit geared specifically to the needs and interests of Senior Management.

Due date: Before August 28, 2015

All draft deliverables will be provided to the Project Authority in Word format and Power Point format through email. The final version will also be provided in PDF version. The Project Authority will have one week comment on the Social media presence audit draft.

5. Support Provided by Canada

The Project Authority will provide any relevant public documents that Justice Canada has on hand.

ANNEX B: BASIS OF PAYMENT

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Deliverable 1-2-3:

Firm Amount: \$1,725.00

Deliverable 4-5:

Firm Amount: \$9,975.00

Deliverable 6:

Firm Amount: \$1,725.00

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Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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PORDONICK, KAYLA NATIONAL CAPITAL REGION RÉGION DE CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON KIA 0H8

CANADA

JUS 9200-11 (07/2006)

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FAX:	

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Unless otherwise indicated herein by the Crown, all prices are to be in Canedian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is axcluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and ere F. O. B. (including all delivery charges) destination(s) specified herein; municipel taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et le taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennen les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière

All invoices, shipping bills and packing slips must include the number indicated in this box

Amendment No.-No. die la modification

Le numéro figurant dans cette case doi être indiqué dans toutes les fectures, tous les comnaissements et tous les bordereaux d'eccompagnement.

Previous Value - Valeur précédente

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Revised Value - Montant Révisé Inc./Decs. - Aug./Dim.

Involces - Original and two copies are to be sent to: Factures - Remplir et envoyer l'originat et deux copies à :

CONTRACTS & MATERIEL MANAGEMENT DEPARTMENT OF JUSTICE CANADA ATT: DENISE LALONDE (613-948-2525) 284 WELLINGTON ST

OTTAWA ON K1A 0H8 CANADA

- 1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de Justice Canada et toute eutre personne désignée pour le remptacer.
- 2. The terms and Conditions set out in SSC Supply Arrengement Serial No. E60ZT-120001/382/ZT between the Vendor and the Crown, es represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document. Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portent le numéro de série E60ZT-120001/382/ZT sont incorporées dans les présentes.

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		Your offer is accepted to the extent specified herein. You are requested to supply as indicated herein. Nous yous demandors de		ned copy forthwith.	The Vendor hereby ac Le fournisseur reconn	cepts/acknowled ait par les préser	iges this contract. Hes qu'il a pris connaissa	nce du pré	sent contrat et qu'il l'acce	opte.
	6 No.du Fournisseur Fax No No. de Télécopie 613-823-0456	conditions exposées dans les présentes.	une copie dun		<u> </u>	Signatur	e		Title	- Titre

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Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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	and Government Services Canada (PWGSC).						1		
•	1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.								
	1.3 The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.								
	1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.								
	 The Contractor/Offeror must comply with the provisions of the: Security Requirements Check List, attached at Annex B; Industrial Security Manual (Latest Edition). 								
	 STATEMENT OF WORK The Contractor must perform the Work in accordance with the Statement of Work at Annex A. 								
	3. STANDARD CLAUSES AND CONDITIONS All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisiti on-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.								-
	3.1 General Conditions 2010B (2015-09-25) General Conditions - Professional Services (Medium Complexity), apply to and form part of the contract.	<u>.</u>							
	3.2 Supplemental General Conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.	-							
	4. TERM OF CONTRACT The Work is to be performed during the period of April 20, 2015 to March 31, 2016.								
	5. AUTHORITIES				.		.]		
	5.1 Contracting Authority The Contracting Authority for the Contract is: Kayla Pordonick Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street, EMB 1245 Ottawa ON, K1A OH8		,) B
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	Telephone: 613-946-9012 Email: Kayla.Pordonick@justice.gc.ca								
	The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.								
	5.2 Technical Authority The Technical Authority for the Contract is: Beverly Charette Director of Contracting and Material Management Department of Justice Canada 284 Wellington Street, EMB 1152 Ottawa ON, K1A OH8 Telephone: 613-941-7343 Email: Beverly.Charette@justice.gc.ca	. •							
	The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.								
	6. PAYMENT								
1	6.1 Basis of Payment - Firm Unit Price In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below in 6.1.1 Basis of Payment - Professional Fees. Customs duties are included and Applicable Taxes are extra.								
	Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.								
	6.1.1 Basis of Payment - Professional Fees Resource: Per Diem Rate: Level of Effort: up to a maximum of days								
	For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days								
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Item Article	Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.								
: : :	6.2 Limitation of Expenditure 6.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$22,000.00. Customs duties are included and Applicable Taxes are extra.					;			·
	6.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum: a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.							·	
	6.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.								1
	6.3 Method of Payment Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if: a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada.								
	6.4 Payment by Direct Deposit Payments by direct deposit will be subject to Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity), forming part of this Contract.								
	To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form that can be		I						·
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	obtained from the Department of Justice internet site at: http://www.justice.gc.ca/eng/contact/enrol-inscri.html. It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14-Payment Period and Article 15 - Interest on Overdue Accounts, set out in General Conditions - Professional Services (Medium								
	Complexity), forming part of this Contract will not apply, until the Contractor corrects the matter.								
	7. ACCOUNTS AND AUDIT			}]	1]		
	7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.								
	7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.								
	7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.								
	7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at								
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any given time, Canada does not lose	this right.								
8. INVOICING INSTRUCTIONS The Contractor must submit invoices entitled "Invoice Submission" of the cannot be submitted until all work i completed.	in accordance with the section general conditions. Invoices dentified in the invoice is								
Invoices must be submitted to: Denise Lalonde Administrative Assistant			•						
Department of Justice Canada 284 Wellington Street, EMB 1158 Ottawa ON, K1A OH8 Telephone: 613-946-4264 Email: Denise.Lalonde@justice.gc.ca		·							
9. NO RESPONSIBILITY TO PAY FOR WORK OF GOVERNMENT OFFICES	NOT PERFORMED DUE TO CLOSURE					•		·	
9.1 Where the Contractor, its employ are providing services on government and those premises are inaccessible closure of government offices, and a performed, Canada is not responsible work that otherwise would have been evacuation or closure.	premises under the Contract because of the evacuation or s a result no work is for paying the Contractor for		•					÷	
9.2 If, as a result of any strike or its employees, subcontractors or age government premises and, as a result is not responsible for paying the Co otherwise would have been performed able to gain access to the premises.	nts cannot obtain access to , no work is performed, Canada ntractor for work that					•			
10. CERTIFICATIONS COMPLIANCE Compliance with the certifications a provided by the Contractor in its bi Contract and subject to verification the Contract. If the Contractor does certification, provide the related determined that any certification made bid is untrue, whether made knowingle the right, pursuant to the default puterminate the Contract for default.	d is a condition of the by Canada during the term of not comply with any ocumentation or if it is de by the Contractor in its v or unknowingly, Canada has					·			
11. APPLICABLE LAWS The Contract must be interpreted and between the parties determined, by t	governed, and the relations he laws in force in Ontario.								
12. PRIORITY OF DOCUMENTS									
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	If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list. a. the Articles of Agreement; b. the supplemental general conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information; c. the general conditions 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity); d. Annex A, Statement of Work; e. Annex B, Security Requirements Check List; f. Supply Arrangement Number E60ZT-120001/382/ZT; and g. the Contractor's bid dated April 14, 2015.				`				
	13. TRANSLATION OF DOCUMENTATION The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.								
	14. REPLACEMENT OF SPECIFIC INDIVIDUALS 14.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.								
	14.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.							·	
	14.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with	••							
<u>00-1</u>	1 (07/2006)		1	Ord. Off - Bur.	deman. Yr.	No Demande - An. Ser. No N° (.5 806		Page 7	of 13

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	subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract								
	15. OWNERSHIP		•						
	15.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.			i 					
	15.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.								
	15.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.								·
	15.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.	-			- :				
	16. LIABILITY The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.								
	17. INTELLECTUAL PROPERTY INFRINGEMENT AND ROYALTIES								
	17.1 The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of								
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7	any kind to anyone in connection with the Work.								
	17.2 If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.								
	17.3 The Contractor has no obligation regarding claims that were only made because: (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by								
	someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.								
	17.4 If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property								
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	infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid.						_		
	If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly			·			-		
	infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.					-			
	ANNUA A ORAMENDAM OF HODE		·		}				
	ANNEX A - STATEMENT OF WORK				1		1		,
	1 REQUIREMENT				!		.		
	1.1 The Director Contracting and Materiel Management Division (CMMD) requires a Senior Procurement Specialist in support of conducting a review existing contracting services supporting the delivery of Legal Services across the Department of Justice.		•			·			
İ	2 BACKGROUND					İ	l		
	2.1 The Management and the Chief Financial Officer Sector is currently engaged in finding ways to be more efficient and effective in delivering on its core business responsibilities by streamlining processes, introducing best practices, leveraging technology, and pursuing creative solutions to fulfill its mandate.		į						N.
	2.2 As part of the Management and the Chief Financial Officer Sector, CMMD is responsible for the core business responsibilities of procurement, contracting and material management services and advice to managers at all levels. CMMD is designated as a Functional Specialist within the Department of Justice.								
	2.3 CMMD must execute their responsibilities in a timely basis to meet the needs of their respective client organizations and stakeholders in the delivery of legal services. As Functional Specialist, CMMD is working to review all Department of Justice internal contracting processes to ensure we are delivering the most efficient and effective client service.								
	3 OBJECTIVE								
	3.1 The objective of this requirement is for senior procurement specialist services to support the Contracting and Materiel Management Division review of contracting processes.							·	
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4	4 CONSTRAINTS								
j	4.1 There will be a requirement for the Contractor to access information available exclusively at Canada's facilities located in the National Capital Region (NCR).							ı.	
FO Ti	A.2 All reports, data, documents, or materials, provided to the Contractor by Canada or produced by the Contractor personnel in providing services under the Contract, remains the property of Canada and will be used solely in support of this requirement. The Contractor shall be required to safeguard the preceding information and materials from unauthorized use and shall not release them to any third party, person or agency external to the Department of Justice without the express written permission of the Technical Authority (TA). Such information and material shall be returned to the TA upon completion of the services or when requested by the TA.								
ā	4.3 Any resultant contracting process must be in accordance with all Government of Canada Laws and Regulations, as well as all Treasury Board of Canada Policies and Directives.								
5	5 SCOPE				1				
	5.1 The work associated with this contract includes the following:							1	1
E	5.1.1 Reviewing existing Department of Justice contracting processes currently in place commencing with Expert Witness process;								
	5.1.2 Identifying and proposing solutions to enhance existing contracting processes, including identification of pros, cons, and risk areas of each;								
5	5.1.3 Supporting the Expert Witness Working Group co-chaired by CMMD;			·	.				
5	5.1.4 Review existing templates identifying opportunities for streamlining, recommending areas for elimination, etc;			į	}	. ,			
1	5.1.5 Support the development of a Contracting SharePoint site for CMMD;			1					
1	5.1.6 Review existing CMMD training packages and make recommendations for updating to support new processes, or to enhance functional specialist role;								
5	5.1.7 Preparing briefings/presentations for senior management meetings and approval;			}					
,	5.1.8 Attending meetings and briefings;			1	}	}	1		}
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	5.1.9 Leading or participating in developing contracting process maps and roles and responsibilities tables for Department of Justice OPIs involved in the contracting process;								
	5.1.10 Preparation of lesson learned reports supporting the review; and								
	5.1.11 Other work as identified by the Technical Authority.								
	6 DELIVERABLES								
	6.1 The Contractor will be required to deliver the following:					•			
	6.1.1 Briefings/presentations/documentation in support of existing and revised contracting processes;								•
-	6.1.2 Existing/revised process maps in supporting of contracting processes;			-					
	6.1.3 Roles and Responsibilities chart supporting contracting processes; and								
	6.1.4 Updated training packages as required.]				
	6.2 Deliverable due dates will be agreed upon between the Technical Authority and the Contractor.	•							
	7 WORK LOCATION				-	ļ			
	7.1 Completion of some tasks will require the Contractor's resources to be present at Department of Justice facilities in various locations in the National Capital Region. All other work will be performed at the Contractor's facility using the Contractor's resources.								
	8 TRAVEL				}			ţ	
	8.1 Travel is not anticipated. Should this change and it be necessary to travel, the Technical Authority must authorize the travel in advance and the Department of Justice will reimburse the costs according to Treasury Board travel policies. Any local travel within the National Capital Region (NCR) and the surrounding area is the responsibility of the Contractor and the Contractor shall be responsible for all associated expenses.								
	9 MEETINGS						ŀ	1	
	9.1 The Contractor, upon request from the Technical Authority, will be required to attend meetings at Department of Justice facilities in the NCR.	·							
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	10 Applicable Documents								- ".
	10.1 The work must be done in accordance with the following								
	documents: 10.1.1 Government of Canada Laws/Regulations in support of	1		1			1		
}	contracting (on-line) 10.1.2 Treasury Board of Canada Policies and Directives in support of contracting (on-line)						}		
	of contracting (on-line) 10.1.3 Department of Justice internal policies and directives (to be provided)			}					
	10.2 The Technical Authority may provide other relevant documents as required during the course of the Contract.								
1	11 Language Requirements				}		}	 	
	11.1 All deliverables must be completed in the English language.				}	ı			
}	ANNEX B - SECURITY REQUIREMENTS CHECK LIST Please see attached for a copy of Common PS SRCL #6.					-			
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	i. Security Requirement SECURITY REQUIREMENT PROSC FILE # COMMON-P	FOR CANADIAN SU	PPLIER				-					
	1.1 The Contractor/Of performance of the Co hold a valid Facility	ntract/Standing Security Cleer	Offer/Supply Are ence at the level	rangement, 1 of SECRET,								
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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Title - Titre

\$ 24,860.00

The Vendor hereby accepts/adknowledges this confract.
Le fournisseur reconnait par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Signature

Telephone No. - N° de téléphone

Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

*	Government of Canada	Gouvernement du Canada			Arrang	ement en n	natière	Supply Arrange d'approvisionnem	ement Solicitation ent relatif aux inv	n/Contract ritations à so	oumissionner et a	aux conti	rats	
From - Ded BEAUV	AIS-LEFORT, M		Date of solicitation - Date de l'i	nvitation à	à soumissionner			Accounting Office Code Code du bureau comptable	Ord. Off - Bur. o		An, Ser. No - N° d		Page 1	of 12
NATIO RÉGIO	AUVAIS-LEFORT, M FIONAL CAPITAL REGION GION DE CAPITALE NATIONALE 4 WELLINGTON ST TAWA ON KIA 0H8 NADA ONE: 613-952-2243 X: s otherwise indicated herein by the Crown, all prices are to and excise taxes. The Goods and Services Tax (657) is e. 65T is included in the total estimated cost. Prices include ation(s) specified herein; municipal taxes are not applicable in a d'indication contraire dans les présentes de la part de la uane canadians et la taxe d'accisa pertinents compris. La tribaires. La TPS applicable aux prix unitaires est en sus. Le is d'emballage et de conditionnement et sont FAB (y comprises. Les taxes municipales ne s'appliquent pas. En ce qui rovisionnement. e "Ministre" désigne le Ministre de Justice Canada et e terms and Conditions set out in SSC Supply Arrangement s conditions figurant dans l'Arrangement en matière d'apprint incorporées dans les présentes. Resulting Contract Clare E60ZT-120001/208/ZT 1. Security Requirement SECURITY REQUIREMENT FOR PWGSC FILE # COMMON-PS-1.1 The Contractor/Offe		Clauses (1) and (2) below will for Les clauses 1 et 2 ci-dessous for	m part of the partie di	this: u document de :		- 1	19358 Destination			7 199.		Consignee at	Chargé de l'inspection Destinataire au point
WATTO	CAUVAIS-LEFORT, MATIONAL CAPITAL REGION CEGION DE CAPITALE NATIONALE 34 WELLINGTON ST CTAWA ON KIA OH8 ANADA GONE: 613-952-2243 AX: Ax: Assortherwise indicated herein by the Crown, all prices are to be and excise taxes. The Goods and Services Tax (GST) is compared to the series of the cost o	,	Request for proposal		Demande de pr	roposition		ABORIGINAL A DEPARTMENT O ATT: JENNIFE	F JUSTICE C	ANADA	31		destination unless specified herein.	de destination sauf si indiqué ci-bas.
			Contract Amendment	X	Contrat Modification		1	100 METCALFE OTTAWA ON K CANADA	ST 6TH FI		.,		l Beau	emandes de rens. à : VAIS-LEFORT, N 952-2243
duties and e prices. GST dastination(s À moins d'in da douane c prix unitaire les frais d'er présentes. L	xxise taxes. The Goods and Services Tax (GST) is included in the total estimated cost. Prices includ is pacified herein; municipal taxes are not applicab dication contraire dans les présentes de la part de la anadians et la taxe d'accisa pertinents compris. La la TPS applicable aux prix unitaires est en sus. La haillage et de conditionnement et sont FAB (y compes taxes municipales ne s'appliquent pas. En ce qui	excluded from unit prices. GST is e packing, packaging and are F.C. la; for provincial taxes, see the Sua Couronne, tous les prix seront etaxe sur les produits et sarvices (a TPS est comprise dans le coût tyris lous les frais de livraison) aux is lous les frais de livraison) aux	extra as applicable to the unit 1.B. (including all delivery charges) ppply Arrangement. In monnaie canadienne, les droits TPS) n'est pas comprise dans les oldel estimatif. Les prix comprennen destinations indiquées dans les	and pad include indicate	ices, shipping bills cking ships must the number ad in this box ment No. No. de la cs Aug./Dim.	doi être in tous les co bordereau	figurant diqué da nnaisser x d'accor Previo	dans cette case ns toutes les factures, nents et tous les npagnement.	ABORIGI DEPARTM ATT: JE 100 MET	iretenvoyerfork NAL AFFA ENT OF J NNIFER V	are to be sent to: ginal et deux copies à : IRS PORTFO! USTICE CAN; TOZ (613-94) ' 6TH FLOO! 5M1	ADA 6-7483	3)	
sont inco		rovisionnement d'ASC, intervenu d'ASC, i		représen	ntée par le Ministre	From	n - De	To - À	Consignee Code	No. of Deys	Fees (Val. Limit	GST%	GST Total	Total
Article	Resulting Contract Cla E60ZT-120001/208/ZT		· · ·		- 	Y-A	M D-J	Y-AMO-J	Code consignataire	N° de jours	TauxVal. timite	%TPS	Total TPS	
	1. Security Requiremen SECURITY REQUIREMENT F PWGSC FILE # COMMON-PS	OR CANADIAN SUP -SRCL#22 eror must. at a	11 times during	the				-						
	performance of the Con hold a valid Facility	tract/Standing	Offer/Supply Arm	ange	ement, SECRET,									
Solicitation At - A	doses - L'invitation à soumissionner prend fin le 00:00:00	The Vendor offer services listed han offer to sell.	rs and agrees to sell and supply to erein and on any attached sheets a	the Minisk t the price	ter, upon the terms e(s) set out therefor	and conditions Responses to	set out h a reques	erein, including the attachn at for proposal by a potentia	nents hereto, the supplied supplier will be considered	S BLOW I Indique	oint of manufacture/shi er le lieu de fabrication des doivent être rendus.	pping of goo ou d'expéditi	ds or where service is ion des biens, ou enco	to be performed. ore la tieu où les
On - Le		Le fournisseur of deux, énumérés fournisseur éver	ffre et convient de vendre au Minist dans les présentes et dans toute e tuel seront considérées comme des	re, aux co nnexe aux s offres de	onditions stipulées o x présentes, au ou e vante.	dans les présen aux prix indiqué	tes et da s. Les ré	ns les documents ci-joints, ponses à une demande de	les biens ou services, o proposition présentée p	varum F.O.B.	Point - Point FAB		estination	nds are available
IBM C	as otherwise indicated herein by the Crown, all prices are and excise taxes. The Goods and Services Tax (SST) is officially did not total estimated cost. Prices indination(s) specified herein; municipal taxes are not applications of indication contraire dans les présentes de la part de puane canadians et la taxe d'accisa pertinents compris. I initiates. La TPS applicable aux prix unitaires est en sus sis of emballage et de conditionnement et sont FAB (y contres. Les taxes municipates ne s'appliquent pas. En ce provisionnement. The "Minister" means the Minister of Justice Canada ne terms and Conditions set out in SSC Supply Arranger es conditions figurant dans l'Arrangement en matière d'a port incorporées dans les présentes. The Resulting Contract CI E602T-120001/208/ZT 1. Security Requirement security Requirement et security Requirement et en security Region Republication doses L'invitation à soumissionner prend fin le security Requirement et en security Region Republication doses L'invitation à soumissionner prend fin le security Requirement et en security Region Republication doses L'invitation à soumissionner prend fin le security Requirement et en security Region Republication des securits Region Republication de la securit de security Region Republication de la securit de la securit de la	f person authorized to sign on beha a personne autorisée à signer eu ne	of Vend	dor (type or print)					En ver	int to Section 32(1) of the de l'article 32(1) de sponibles	te loi sur le	gestion des finances p	outliques des fonds	
	A ON KIR 7Y6	,									stimated Cost lobal estimatif	, digitalities	For the Mydister	Réservé eu Ministre

Date

You are requested to supply as indicated herein.

Nous vous demandons de fournir ce qui est précisé dans les présentes.

Signature

Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.

CANADA

Phone:

Vendor No.+ No.du Fournisseur 133921

JUS 9200-11 (07/2008)

Fax No.- No. de Télécopie

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Government of Canada

Gouvernement du Canada

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Item Article	Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	with approved Document safeguarding at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).	1							
	1.2 The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, CONFIDENTIAL or SECRET as required, granted or approved by the CISD, PWGSC.								
	1.3 Processing of PROTECTED/CLASSIFIED information electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer/Supply Arrangement.		g •						
	1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.								
	1.5 The Contractor must comply with the provisions of the:a) Security Requirements Check List, attached at Annex B;b) Industrial Security Manual (Latest Edition).				·				
	2. Statement of Work This bid solicitation is being issued for the requirement of Professional Services of one (1) Business Analyst for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.								
	3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisiti on-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.								
	4.General Conditions 2010B 2014-09-25, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.								
	5. Term of Contract	•]				
1	5.1 Period of the Contract			}]				
	The Work is to be performed during the period of April 22, 2015 to March 31, 2016.								
}	6. Authorities								
	6.1 Contracting Authority								
JUS 9200-1	1 (07/2008)	<u></u>			Requisition No.	- Demande	P	age	
	•			Ord. Off - Bur. de				2 of	, 12

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	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days Nº de jours	Fees Val. Limit Taux/Val, limite	GST% %TPS	GST Total Total TPS	Total
_	The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street - EMB Room 1257								
	Ottawa, ON K1A OH8 Telephone: 613-952-2243 E-mail address: melanie.beauvais-lefort@justice.gc.ca								
	The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.			-					
	6.2 Project Authority		•						
	The Project Authority for the Contract is: Diana Kwan Special Advisor to the ADAG Department of Justice Canada 100 Metcalfe Street, 6th Floor Ottawa, Ontario K1A CH8 Telephone: 613-946-6642 E-mail address: Diana.kwan@justice.gc.ca								
	The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.								
	6.3 Contractor's Representative						}		
	IBM Global Business Services 3755 Riverside Drive Ottawa ON K1G 4K9 Telephone: Email: 9ca.1bm.com								
	7.Payment								
	7.1 Basis of Payment - Firm Unit Price In consideration of the Contractor satisfactorily completing all								
-11	(07/2006)		·	Ord. Off - Bur.		No Demande - An, Ser, No - N°	de série	Page 3	of 12

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Description		From - De Y-A M D-J	To - Å Y-A M D-J	. Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit TauxVal. limite	GST% %TPS	GST Total Total TPS	Total
of its obligations under the Contract, the Con a firm unit price, as specified below. Customs and Applicable Taxes are extra.									
Canada will not pay the Contractor for any des modifications or interpretations of the Work, been approved, in writing, by the Contracting their incorporation into the Work.	unless they have								
7.1.1 Basis of Payment - Professional Fees Resource: Per Diem Rate: Level of Effort: up to a maximum of days		-							
For the purpose of this Contract, a day is def work, exclusive of meal breaks. Payment will actually worked, with no provision for annual holidays and sick leave. If time worked is mor day, the all inclusive fixed daily rate must be reflect the actual time worked	oe made for days leave, statutory e or less than a								
7.2 Limitation of Expenditure					1				
1. Canada's total liability to the Contractor must not exceed \$22,000.00. Customs duties are Applicable Taxes are extra.	under the Contract included and								
2. No increase in the total liability of Canad the Work resulting from any design changes, mo interpretations of the Work, will be authorize Contractor unless these design changes, modification into the enterpretations have been approved, in writing Authority before their incorporation into the must not perform any work or provide any service in Canada's total liability being exceeded before written approval of the Contracting Authority. Notify the Contracting Authority in writing as this sum:	difications or d or paid to the cations or by the Contracting work. The Contractor ce that would result ore obtaining the The Contractor must	-							
a. when it is 75 percent committed, or b. four (4) months before the contract expiry c. as soon as the Contractor considers that th provided are inadequate for the completion of comes first.	e contract funds								
3. If the notification is for inadequate control Contractor must provide to the Contracting Autestimate for the additional funds required. Prinformation by the Contractor does not increase	nority a written ovision of such								
(07/2006)				Ord. Off - Bur. de	Requisition No.		Pa	age 4 of	1 12

	Description	From - De	To - À	Consignee Code	No. of Days	Fees (Val. Limit	GST%	GST Total	Tota
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	liability.								
	7.3 Method of Payment - Single Payment Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if: a. an accurate and complete invoice and any other documents	-					_		
	required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada.	,							
	7.4 Payment by Direct Deposit)	}				}
	Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-09-25), General Conditions - Higher Complexity - Goods forming part of this Contract.								
	To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.								
	It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20-Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.								
	7.5 Discretionary Audit								
	The following are subject to government audit before or after payment is made:								
	a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged. b) The accuracy of the Contractor's time recording system. c) The estimated amount of profit in any firm-priced element,								
	firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of								
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tem ticle	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.								
	7.6 Time Verification Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.						•		
	8. Invoicing Instructions The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.								
	Each invoice must be supported by: a. A copy of time sheets to support the time claimed								
	Invoices must be distributed as follows: a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.								
	8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices			-					
	(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.	·							
	(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to								
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Item Article	Description	,	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Teux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	government premises and, as a result, no work is performed, C is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had bee able to gain access to the premises.	ì								
	9. Certifications - Compliance The continuous compliance with the certifications provided by Contractor in its bid and the ongoing cooperation in providin associated information are conditions of the Contract. Certifications are subject to verification by Canada during t entire period of the Contract. If the Contractor does not com with any certification, fails to provide the associated information, or if it is determined that any certification ma the Contractor in its bid is untrue, whether made knowingly o unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for defa	de by								
	10. Applicable Laws The Contract must be interpreted and governed, and the relati between the parties determined, by the laws in force in Ontar	ons								
	11. Priority of Documents If there is a discrepancy between the wording of any document that appear on the list, the wording of the document that fir appears on the list has priority over the wording of any docu that subsequently appears on the list.	st								
	 a. the Articles of Agreement; b. the general conditions (2014-09-25) 2010B General Condition Professional Services (Medium Complexity) c. Annex A, Statement of Work; d. Supply Arrangement Number E60ZT-120001/208/ZT e. The Contractor's bid 	ons -		•						
	12 Basis for Canada's Ownership of Intellectual Property The Department of Public Works and Government Services Canada determined that any intellectual property rights arising from performance of the Work under the resulting contract will bel to Canada, on the following grounds: - where the material developed or produced consists of mate subject to copyright, with the exception of computer software all documentation pertaining to that software.	the ong erial								
	13. Translation of Documentation The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by th Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is no obligation to provide any translation to the Contractor. C	under								
JUS 9200	11 (07/2006)				Ord. Off - Bur. 1935	deman, Yr.	lo Demande - An. Ser. No - N° 6 5 799		Pege 7	of 12

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	Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit TauxVal. limite	GST% %TPS	GST Total Total TPS	Total
Ì	agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.								
	14. Replacement of Specific Individuals						}	. 1	
	1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.							·	
	2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.			-	·				
	3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.								
	15. Ownership			Ī					
	 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada. 					·			
	2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.								
ı	3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the								
11	07/2006)			Ord, Off - Bur, de	Requisition No.		érie Pa	age 8 of	12
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	Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.								
	4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.				·				
	16. Liability The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.								
	17. Intellectual Property Infringement and Royalties								
	1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.					·			
	2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.								
	3. The Contractor has no obligation regarding claims that were only made because: (a) Canada modified the Work or part of the Work without the								
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Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that to contract the contract of the Work with a product that the is described in the Contract or the manufacturer's specifications) or used equipment, drawings, specifications or other information supplied to the Contractor by Canada); or (d) the Contractor papiled to the Contractor by Canada); or (d) the Contractor papiled to the Contractor by Canada); or (d) the Contractor papiled to the Contractor of the Contractor has included the following language in its own contract with the supplied of chart party claims that equipment or software covered the contractor of the contractor of the contractor of the contractor of the contractor of the contract infringes any intellectual covered to conday, will defend both [Contractor name] or Conday, will defend both [Contractor name] or Conday, will defend both [Contractor name] or Conday, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all contractors of the contractor of t	Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit TauxVal. limite	GST% %TPS	GST Total Total TPS	Total	al
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor of the contractor as when the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so. ANNEX A - STATEMENT OF WORK 1. Tile: Lean Management Process Advice 2. OBJECTIVE The Aboriginal Affairs Portfolio has a requirement for lean	following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the									
1. Tile: Lean Management Process Advice 2. OBJECTIVE The Aboriginal Affairs Portfolio has a requirement for lean	4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do									
2. OBJECTIVE The Aboriginal Affairs Portfolio has a requirement for lean										
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	management process advice on the implementation of a litigation management model and governance and on the implementation of a Centre of Expertise advisory model and governance.								·
	3. Background As part of DOJ's legal services review (LSR) commitments, the Aboriginal Affairs Portfolio proposed consolidation of its litigation services as between DOJ and AANDC and consolidation of dispersed advisory services within DOJ. These proposals were the result of identifying the significant risks that Aboriginal law poses to Government operations across an increasingly wide range of policy and program areas and that many departments are now involved in Aboriginal legal matters and / or litigation. The delivery of Aboriginal legal services presented opportunities for consolidation and rationalization.								
	The implementation of the Legal Services Review will take place over three fiscal years, from 2014-15 to 2016-17. The lean services methodology is to be used in designing and implementing these simplified processes.								
	As a first phase of this work, the management of Aboriginal litigation was examined. The roles and responsibilities as between DOJ and AANDC were reviewed. Recommendations that respected the integrity of the respective mandates for the Attorney General of Canada and for the Minister of AANDC were made in support of the efficient conduct of Aboriginal litigation. The goal was to eliminate duplication where it exists, address bottlenecks in decision-making that could lead to delays or loopbacks, and ensuring that the optimal level of effort be expended at each step of the litigation process, depending on the relative importance of the Case, with a view to achieving a more appropriate level of overhead to operations in both departments.								
	We are now in the process of developing both a litigation management model and an advisory services model that will implement our commitments under LSR. Both of these models need to be measured against lean process standards.		-						
	4 Scope: The third party consultant / expert will advise on:								
	The third party consultant / expert may review existing research that has been done in previous years on the management of Aboriginal litigation and delivery of advisory services, copies of which will be provided to him by the Aboriginal Affairs Portfolio. The existing research will be provided in a binder. The third party consultant / expert will also be provided copies of: Current organizational charts, and A jointly produced chart on roles and responsibilities.								
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Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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	The advice provided by the third party consultant / expert will support the goals of efficiency and effectiveness that underpin the horizontal review process.			·					
	5. Tasks: Task 1: Review background materials Task 2: Meet with stakeholders as required to provide advice on Lean management methodologies Task 3: Provide progress reports to the project authority		-						
	6. Deliverables: Advice provided to the stakeholders on lean business process approaches.								
	ANNEX B - SECURITY REQUIREMENTS CHECK LIST (SRCL) Please see the attached.								
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- 1	CONTRACT SPECIFICATION 1. SECURITY REQUIREMENT The following security provided by ISP) appli 1.1 The Contractor/Off performance of the Con hold a valid Facility issued by the Canadian	rr y requirements () y and form part a tract/Standing Security Clears	of the Contract: li times during Offer/Supply Arm nce at the level	the angement, of SECRET,								
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Т	Public Works and Government Services Canada (PWGSC).								
	1.2 The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PRGSC.				_				
	1.3 The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.		·						
	1.4 Subcontracts which contain security requirements are ROT to be awarded without the prior written permission of CISD/PWGSC.		ļ						
	 1.5 The Contractor/Offeror must comply with the provisions of the: a. Security Requirements Check List, attached at Annex B; b. Industrial Security Manual (Latest Edition). 			•					
	2. STATEMENT OF WORK The Contractor must perform the Work in accordance with the Statement of Work at Annex A.			-		-			
	3. STANDARD CLAUSES AND CONDITIONS All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisiti on-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.								
	3.1 General Conditions 2010B (2015-09-25) General Conditions - Professional Services (Medium Complexity), apply to and form part of the contract.								
	4. TERM OF CONTRACT The Work is to be performed during the period of May 4, 2015 to June 30, 2015.				-				
1	5. AUTHORITIES			. 1	ľ				
	5.1 Contracting Authority The Contracting Authority for the Contract is: Rayla Fordonick Contracting and Material Officer Department of Justice Canade				:				
	284 Wellington Street, EMB 1245 Ottawa ON, KIA OHS Telephone: 613-946-9012 Email: Kayla.FordonickSjustice.gc.ca		-						
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	The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority. 5.2 Technical Authority The Technical Authority for the Contract is: Joshua Lecroix								
	Systems Support Analyst Department of Justice Canada 275 Sparks Street, SAT 11072 Ottawa CN, KIR ONB Telephone: 613-668-6589 Emsil: Joshua Lacroixējustice.go.ca								
	The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has so authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.								
1	6. PAYMENT]))		1
	6.1 Basis of Payment - Firm Unit Price In consideration of the Contractor satisfactorily completing all af its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below in 6.1.1 Basis of Payment - Profassional Fees. Customs duties are included and Applicable Taxas are extra.								
	Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.					-			
	6.1.1 Basis of Payment - Professional Fees Category/Level: 1.3 ERP Programmer Analyst - Level 3 (Senior) Resource: Per Diem Kate: Level of Effort: up to a maximum of days								
	For the purpose of this Contract, a day is defined as 7.5 hours of work, sxclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a								
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T	day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.								1
	6.2 Limitation of Expenditure 6.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$21,840.00. Customs duties are included and Applicable Taxes are extra.		·			*			
	6.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:			·					
	a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.								
	6.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.			·					
	6.3 Method of Payment Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if: a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada.								
	6.4 Payment by Direct Deposit Payments by direct deposit Will be subject to Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 20108 (2014-09-25), General Conditions - Professional Services (Medium Complexity), forming part of this Contract.							·	
	To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form that can be obtained from the Department of Justice internet site at: http://www.justice.gc.ca/eng/contact/enrol-inscri.html.								
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	It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14-Payment Period and Article 15 - Interast on Overdue Accounts, set out in General Conditions - Professional Services (Medium Complexity), forming part of this Contract will not apply, until the Contractor corrects the matter.								
١	7. ACCOUNTS AND AUDIT]]
	7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all daliveries made under the Contract.								
	7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.					-			
	7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the sattlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.								
	7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Caneda Caneda may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not loss this right.								
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	8. INVOICING INSTRUCTIONS The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.								
1	Invoices must be submitted to: Catherine Charbonneau Project Support Officer Department of Justice Canada 275 Sparks Street, SAT 11074 Ottawa CN, ELA ONB Telephone: 613-941-2595 Email invoices to: admin.services-isb8justice.gc.ca								
	9. NO RESPONSIBILITY TO PAY FOR WORK NOT PERFORMED DUE TO CLOSURE OF GOVERNMENT OFFICES								
	9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closurs of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.								
	9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.								
	10. CERTIFICATIONS COMPLIANCE Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.			·			-		
l '	11. APPLICABLE LAWS The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.								
	12. PRIORITY OF DOCUMENTS If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first								}
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	appears on the list has priority over the wording of any document that subsequently appears on the list. a. the Articles of Agreement; b. the general conditions 2010B (2014-09-25), General Conditions - Professional Services (Hedium Complexity); c. Annax A, Statement of Work; d. Annax B, Security Requirements Check List; and e. Supply Arrangement Number E60ZT-120001/138/ZT.								
	13. TRANSLATION OF DOCUMENTATION The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that mey arise as a result of the translation.								
	14. REPLACEMENT OF SPECIFIC INDIVIDUALS]	ļ]
	14.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.								
	14.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.								
	14.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract								
1	15. OWNERSHIP		1		1				
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1 3	5.1 Unless provided otherwise in the Contract, the Work or any sart of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.								
i i	5.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone asyments, that work paid for by Canada belongs to Canada upon such ayment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.								
W C	5.3 Despite any transfer of ownership, the Contractor is esponsible for any loss or damage to the Work or any part of the ork until it is delivered to Canada in accordance with the ontract. Even after delivery, the Contractor remains responsible or any loss or damage to any part of the Work caused by the ontractor or any subcontractor.								
000	5.4 Upon transfer of ownership to the Work or any part of the ork to Canada, the Contractor must, if requested by Canada, stablish to Canada's eatisfaction that the title is free end loar of all claims, liens, attachments, charges or encumbrances. he Contractor must execute any conveyances and other instruments accessary to perfect the title that Canada may require.								
an per pind	6. LIABILITY he Contractor is liable for any damage caused by the Contractor, ts employees, subcontractors, or agents to Canada or any third arty. Canada is liable for any damage caused by Canada, its aployees or agents to the Contractor or any third party. The arties agree that no limitation of liability or indennity rovision applies to the Contract unless it is specifically accorporated in full text in the Articles of Agreement. Damage noludes any injury to persons (including injury resulting in seth) or loss of or damage to property (including reel property) aused as a result of or during the performance of the Contract.								
1	7. INTELLECTUAL PROPERTY INFRINGEMENT AND ROYALTIES]	1		. 1	1	- 1		
P	7.1 The Contractor represents and warrants that, to the best of ts knowledge, neither it nor Canada will infringe any third arty's intellectual property rights in performing or using the ork, end that Canada will have no obligation to pay royalties of my kind to anyone in connection with the Work.							•	
E	7.2 If anyone makes a claim against Canada or the Contractor oncarning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Perty in fitting immediately. If anyone brings a claim against Canada,	·	·	•.	.:				,
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	according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.								
	17.3 The Contractor has no obligation regarding claims that were only made because: (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a preduct that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name]; if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.								
	17.4 If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. If the Contractor datamines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of								
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Supply Arrangement sommations Contract

Arrangement on matters d'approvisionsement relatif sux invitations à soumissionser et aux contral

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	these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.								
	ANNEX A - STATEMENT OF WORK								
	 TITLE Department of Justice (Justice) - Level 3 ERP Programmer Analyst - Senior ABAPer 								
	2. OBJECTIVE Justice is seeking a Level 3 ERP Programmer Analyst who is required to scope, plan, design, write, implement and maintain Advanced Business Application Programming (ABAP) programs that support both new and existing functionality. ABAP is a programming language for developing applications for the SAP Application.		-						
·	The objective of the contract is to secure an experienced consultant that is fully versed in the use of ABAP programming in an IFMS/SAP environment in order to successfully execute the project objectives and/or operational requirements.								
	The ERP Programmer Analyst will provide expert advice, leadership, coaching and support to the functional and technical IPMS teams, es well as other technical teams implicated in system integration between Justice applications and SAP solutions, as required.								
	3. BACKGROUND Justice is a member of the Government of Canada SAP Cluster group and has initiated multiple initiatives necessary to clerify processes, establish standards and become more efficient throughout the Dapartment.	į							
	The Department of Justice has only one resource that can support the SAP product in the development area. On fridey, April 27, 2015 this resource notified the department that ha would be on leave effective immediately and is estimated to return on May 29, 2015.	ļ							
	Currently there is no one in the department who can support the technical development and analysis for the IFMS system. The department is currently at considerable risk as there is no ability or skill set to resolve potential IFSM production issues.								
	4. REQUIREMENT DESCRIPTION The Contractor's resource will undertake the following: - Work with functional and technical teams to design, develop					.]			
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	and test functionality in the IFMS system and related modules. - Work with the IFMS delivery teams to design, develop and test required reports supporting the validation of recoverable time and service invoices.								
-	4.1 Scope Evaluate change requests and enhancement requests and provide resource requirement estimates; Debug new and existing functionality to determine the cause and resolution of identified errors; Provide problem resolution assistance and support to IFMS Functional Analysts and IFMS Technical Analysts, as well as to other integrated system support analysts, as required; Develop and document all custom development programs and				·				
	forms; - Forform business analysis of functional and data requirements associated with interfaces and associated programs; - Evaluate existing procedures and methods, identify and document items such as database content, structure and application								
	sub systems; - Define and document interfaces of manual and automated to automated operations within application subsystems and between new and existing systems; - Establish test criteria for interfaces and custom reports with the functional and technical analysts; - Participate in working group sessions to determine detailed requirements and options surrounding interfaces and related reports and reconciliation processes; - Provide input to and assistance for the preparation of regular status reports regarding Project Team activities and deliverables, updates to the project plan(s), as required by the project								
	manager; and - Provide expert advice, support and knowledge transfer to the other members of the project team and to the IFMS Functional and technical support teams, as well as other integrated system support teams, as required.								
	4.2 Tasks/Detailed Services - Repair or enhance existing IFMS custom development programs that may be impacted by operational requirements or projects underway or may require enhancement including the following: - Special Purpose Ledger (SPL) Roll-ups - PAYE/RAYE - Programs - Automated Carry Forward Programs - Reconciliation Tools - Interfaces to GC Central systems - Interfaces to Reporting Solutions							·	
	4.3 Deliverables and Acceptance Criteria All deliverables and services rendered under any contract are subject to inspection by the Tachnical Authority. The Technical								
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l n	uithority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before ayment will be authorized.							·	
5 3 2 2 2 2 3 3 4 4 4 7	ustice will provide the Contractor with access to the following or the purposes of completing the work requirements of the contract. It is to be understood that all accesses and rivileges, products and services shall be ended or revoked upon contract termination. Accounts on computer network and electronic mail system; Workstation; Access to a telephone; Access to printer, fax machine, and photocopier; ID card allowing access to building and floor; Reference materials, as needed.								
6. Ti	. LANGUAGE REQUIREMENTS he working languages are English and French, all documents to be repared in English.								
28	. LOCATION OF SERVICE DELIVERY epartment of Justice 84 Wellington Street ttawa, Ontario, R2C OC3								
.0 281	NNEX B - SECURITY REQUIREMENTS CHECK LIST lease see attached for a copy of Common PS SRCL \$19. P pA L3- Senior RBAPer - BEDUICE:	2015.05.04	2015.06.30	19294			338	2,839.20	24,679.20
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Professional Servi	ices Contract
Contrat de services	professionnels

Contract N° N° du contrat Standing offer N° N° de l'Offre à commande E60ZT-120001/524/ZT 4500124324

From/De: 05/12/2015 To/A: 03/31/2016 Value of contract - Valeur du contrat Tax Amount Montent de la laxe 24,973.00 CAD 2,873.00 CAD 22,100.00 CAD Contractor's name and address - Nom et adresse de l'entreprenaux Issuing Office Address - Adresse du bureau d'origine CCI LEADERSHIP INSTITUTE PROFESSIONAL DEVELOPMENT DEPARTMENT OF JUSTICE CANADA 421 GILMOUR ST UNIT 100 ATT: MANON ROY (613-941-1871) OTTAWA ON K2P 0R5 360 ALBERT ST ROOM 1424 CANADA OTTAWA ON K1A 0H8 Vendor - Fournisseur Financial codes - Codes financiers 3750 19027 -15 131180 Contact Name - Personne-ressource Tel. No - N° de tél. Contact Name - Personne-ressource 819-220-5110 Gbaguidi, Steve scription - Description CCI services d'expert conseil Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur. The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor. In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail. En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance. Sous réserve des modalités du contrat à l'égard de l'exécution des travaux. Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements. Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein. APPROPRIATE LAWS - LOIS PERTINENTES This contract shall be governed by and construed in accordance with the laws in force in the Province of: Ontario Le contrat est administré selon les lois en vigueur dans la province suivante: FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE Certifié en vartu de l'article 32(1) de la Loi sur la gestion des finances publiques. Certified pursuant to subsection32(1) of the Financial Administration Act. Signature Date CONTRACT APPROVAL - APPROBATION DU CONTRAT This contract has been executed on behalf of Her Ce contrat a été signé au nom de Sa Majesté la Reine Majesty the Queen in right of Canada by the duly du Chef du Canada par l'agent autorisé, authorized officer. Signature Telephone - Téléphone Address - Adresse Contracting Authority - Autorité contractuelle 284 rue Wellington, Ottawa, ON, K1A 0H8 613-960-4922 Steve Gbaguidi CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in Minister, upon the terms and conditions set out in Ministre, selon les terms et conditions énumérés dans this document, the supplies and/or services ilsted herein at the principle setout therefore.

Signature



Page: 1

Date

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Signature

Profess	ional	Serv	ices	Conti	ract
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19027 -	15 -	- 3750					131180)
Contact Name - Personn Gbaguidi, Steve		Tel. No - N° de tél. 819-220-5110	Contact Nam	e - Personne	-ressource		Tel. No - N° de tél.	
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	bsection32(1) of the Financial	Certifié en vertu de l'article 32 finances publiques.		estion des	Run fe Signature	lj _	Date	
CONTRACT A	PPROVAL - APPROF	ATION DU CONTRAT	r			Λ		
This contract has be Majesty the Queen in authorized officer.	en executed on behalf of Her n right of Canada by the duly	Ce contrat a été signé au nom de du Chef du Canada par l'agent auto	Sa Majesté la Rein orisé.	· Di	Wully Ok Signature	auet	tt 13M	ay !
Contracting Authority	Autorité contractuelle	Telephone - Téléphone	Address - Ad		<u> </u>			
Steve Gbaguidi		613-960-4922			on, Ottawa, ON, K	1A 0H8		
		ACCEPTATION DE L'E	:	•				
The Contractor offers a the Minister, upon the this document, the supp at the price(s) setout the	bilg's stimot sciaires ligien tierent	L'entrepreneur s'engage à vend Ministre, selon les termes et condi ce document, les biens et/ou les prix identifié dans le document.	ire et à fournir a tions énumérés dans services spécifiés a	u su #				



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Professional Services Contract Contrat de services professionnels

Contract N°	Standing offer N°
N° du contrat	N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

GENERAL CONDITIONS

The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained.

The document is available at: http://www.justice.gc.ca/eng/dept-min/cont/lfc-vl.html

CONDITIONS GÉNÉRALES

Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites, sous réserve des autres conditions contenues dans la présente.

Ce document est disponible au: http://www.justice.gc.ca/fra/min-dept/cont/vl-lfc.html



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Professional Services Contract Contrat de services professionnels

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Arrangement en matière d'approvisionement Pro Service numéro E60ZT-120001/524/ZT - Clauses du contrat subséquent

1. Général

Tous les termes et conditions de l'arrangement en matière d'approvisionnement ProServices s'appliquent et sont intégrés dans le contrat suivant.

2. Exigences relatives à la sécurité

Ce contract ne comporte pas d'exigence relatif à la sécurité.

3. Énoncé des travaux

L'entrepreneur doit exécuter les travaux conformément à l'énoncé des travaux qui se trouve à l'annexe " A ".

4. Clauses et conditions uniformisées

Toutes les clauses et conditions identifiées dans le contrat par un numéro, une date et un titre, sont reproduites dans le Guide des clauses et conditions uniformisées d'achat publié par Travaux publics et Services gouvernementaux Canada.

4.1 Conditions générales

Les conditions générales 2010B (2014-09-25) conditions générales - services professionnels (complexité moyenne) s'appliquent au contrat et en font partie intégrante.

https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat/3/2010B/14

4.2 Conditions générales supplémentaires

4007 (2010-08-16) Le Canada détient tous les droits de propriété intellectuelle sur les renseignements originaux dès leur conception. L'entrepreneur ne détient aucun droit de propriété intellectuelle sur les renseignements originaux, sauf tout droit qui peut lui être accordé par écrit par le Canada.

https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat/4/4007/3

5. Durée du contrat

5.1 Période du contrat

Les travaux doivent être réalisés durant la période du 14 mai 2015 au 31 mars 2016.



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Professional Services Contract Contrat de services professionnels

Contract N°	Standing offer N°
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5.2 Option de prolongation du contrat

Il n'y a pas de prolongation prévu au contrat.

6. Responsables

6.1 Autorité contractante

L'autorité contractante pour le contrat est :

Nom: Steve Gbaguidi

Titre : Agent principale de la passation des marchés

Organisation : Division des passations de marché et de la gestion du matériel

Direction général des finances et de la planification Adresse : 1209 - 284 rue Wellington K1A 0H2

Téléphone : 613-960-4922 Télécopieur : 613-960-4956

Courriel: Steve.Gbaguidi@justice.gc.ca

L'autorité contractante est responsable de la gestion du contrat et toute modification doit être autorisée, par écrit, par l'autorité contractante. L'entrepreneur ne doit pas effectuer de travaux dépassant la portée du contrat ou des travaux qui n'y sont pas prévus suite à des demandes ou des instructions verbales ou écrites de toute personne autre que l'autorité contractante.

6.2 Chargé de projet

Le chargé de projet pour le contrat est :

Nom: Marie-Élaine Léger

Titre: Conseillère principale en apprentissage

Organisation: Programmes en gestion et en leadership

Division du développement professionnel Adresse : 360 rue Albert, CSC 1409

Téléphone: 613-948-2987 Télécopieur: 613-941-4190

Courriel: Marie-Elaine.Leger@justice.gc.ca

Le chargé de projet représente le ministère ou l'organisme pour lequel les travaux sont exécutés en vertu du contrat. Il est responsable de toutes les questions liées au contenu technique des travaux prévus dans le contrat. On peut discuter des questions techniques avec le chargé de projet; cependant, celui-ci ne peut pas autoriser les changements à apporter à l'énoncé des travaux. De tels changements peuvent être effectués uniquement au moyen d'une modification de contrat émise par l'autorité contractante.

6.2 Représentant de l'entrepreneur

The CCI Leadership Institute Suite 100, 421 Gilmour Street, Ottawa, ON. K2P 0R5 s.19(1) s.20(1)(c)



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Professional Services Contract Contrat de services professionnels

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7.1 Base de paiement

À condition de remplir de façon satisfaisante toutes ses obligations en vertu du contrat, l'entrepreneur sera payé 22,100.00\$ en conformité avec le tarif indiqué pour le travail et les services effectués conformément au présent contrat.

Categorie: 8.2 Expert-conseil en conception organisationelle

Non de la ressource:

Honoraire:

par jour

Niveau d'éffort: Jusqu'à

jours (taxes en sus)

Le Canada ne paiera pas l'entrepreneur pour tout changement à la conception, toute modification ou interprétation des travaux, à moins que ces changements à la conception, ces modifications ou ces interprétations n'aient été approuvés par écrit par l'autorité contractante avant d'être intégrés aux travaux.

7.2 Limitation des dépenses

- 1. La responsabilité totale du Canada envers l'entrepreneur en vertu du contrat ne doit pas dépasser la somme de 22,100.00 \$. Les taxes applicables sont en sus.
- 2. Aucune augmentation de la responsabilité totale du Canada ou du prix des travaux découlant de tout changement de conception, de toute modification ou interprétation des travaux, ne sera autorisée ou payée à l'entrepreneur, à moins que ces changements de conception, modifications ou interprétations n'aient été approuvés, par écrit, par l'autorité contractante avant d'être intégrés aux travaux. L'entrepreneur n'est pas tenu d'exécuter des travaux ou de fournir des services qui entraîneraient une augmentation de la responsabilité totale du Canada à moins que l'augmentation n'ait été autorisée par écrit par l'autorité contractante. L'entrepreneur doit informer, par écrit, l'autorité contractante concernant la suffisance de cette somme:
- a. lorsque 75 p. 100 de la somme est engagée, ou
- b. quatre (4) mois avant la date d'expiration du contrat, ou
- c. dès que l'entrepreneur juge que les fonds du contrat sont insuffisants pour l'achèvement des travaux, selon la première de ces conditions à se présenter.
- 3. Lorsqu'il informe l'autorité contractante que les fonds du contrat sont insuffisants, l'entrepreneur doit lui fournir par écrit une estimation des fonds additionnels requis. La présentation de cette information par l'entrepreneur n'augmente pas la responsabilité du Canada à son égard.

8. Instructions relatives à la facturation

Les factures doivent être distribuées comme suit : L'original et un (1) exemplaire doivent être envoyés à l'adresse qui apparaît à la page 1 du contrat pour attestation et paiement.

9. Attestations - Conformité

Le respect des attestations et documentation connexe fournies par l'entrepreneur avec sa soumission est une condition du contrat et en condition du contrat



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Professional Services Contract Contrat de services professionnels

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pourra faire l'objet d'une vérification par le Canada pendant la durée du contrat. En cas de manquement à toute déclaration de la part de l'entrepreneur, à fournir la documentation connexe ou encore si on constate que les attestations qu'il a fournies avec sa soumission comprennent de fausses déclarations, faites sciemment ou non, le Canada aura le droit de résilier le contrat pour manquement conformément aux dispositions du contrat en la matière.

10. Lois applicables

Le contrat doit être interprété et régi selon les lois en vigueur Ontario et les relations entre les parties seront déterminées par ces lois.

11. Ordre de priorité des documents

En cas d'incompatibilité entre le libellé des textes énumérés dans la liste, c'est le libellé du document qui apparaît en premier sur la liste qui l'emporte sur celui de tout autre document qui figure plus bas sur ladite liste.

- (a) les articles de la convention;
- (b) les conditions générales supplémentaires 4007(2010-08-16)
- (c) les conditions générales 2010B (2014-09-25)
- (d) Annexe A Énoncé des travaux;
- (e) la soumission de l'entrepreneur en date du 28 avril 2015
- (f) arrangement en matière d'approvisionement Pro services

E60ZT-120001/524/ZT

12. Limitation de la responsabilité - Gestion de l'information ou technologie de l'information

- a. Cet article s'applique malgré toute autre disposition du contrat et remplace l'article des conditions générales intitulé "
 Responsabilité ". Dans cet article, chaque fois qu'il est fait mention de dommages causés par l'entrepreneur, cela renvoie également aux dommages causés par ses employés, ainsi que par ses sous-traitants, ses mandataires, ses représentants, ou leurs employés. Cet article s'applique, que la réclamation soit fondée contractuellement, sur un délit civil ou un autre motif de poursuite. L'entrepreneur n'est pas responsable envers le Canada en ce qui concerne le rendement ou l'inexécution du contrat, sauf dans les cas précisés dans cet article et dans tout autre article du contrat pré-établissant des dommages-intérêts. L'entrepreneur est uniquement responsable des dommages indirects, particuliers ou consécutifs, dans la mesure décrite dans cet article, même si l'entrepreneur a été avisé de la possibilité de ces dommages.
- b. Responsabilité de la première partie :
- i. L'entrepreneur est entièrement responsable envers le Canada de tous les dommages, y compris les dommages indirects, particuliers et consécutifs, causés par l'exécution ou l'inexécution du contrat par l'entrepreneur et qui se rapportent à :
- A. toute violation des droits de propriété intellectuelle dans la mesure où l'entrepreneur viole l'article des conditions générales intitulé " Atteinte aux droits de propriété intellectuelle et redevances ";
- B. toute blessure physique, y compris la mort.
- ii. L'entrepreneur est responsable de tous les dommages directs causés par l'exécution ou l'inexécution du contrat par

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Professional Services Contract Contrat de services professionnels

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l'entrepreneur qui touchent des biens personnels matériels ou des biens immobiliers qui sont la propriété du Canada, en sa possession, ou qui sont occupés par le Canada.

- iii. Chaque partie est responsable de tous les dommages directs causés par son manquement à l'obligation de confidentialité en vertu du contrat. Chaque partie est aussi responsable de tous les dommages indirects, particuliers ou consécutifs relatifs à sa divulgation non autorisée des secrets industriels de l'autre partie (ou des secrets industriels d'un tiers fournis par une partie à une autre, en vertu du contrat) qui concernent la technologie de l'information.
- iv. L'entrepreneur est responsable de tous les dommages directs qui se rapportent à une charge ou à une réclamation liée à toute portion des travaux pour lesquels le Canada a effectué un paiement. Cela ne s'applique pas aux charges ou réclamations relatives aux droits de propriété intellectuelle, lesquelles sont traitées à l'alinéa (i) (A) susmentionné.
- v. L'entrepreneur est aussi responsable envers le Canada de tous les autres dommages directs qui ont été causés par l'exécution ou l'inexécution du contrat par l'entrepreneur et qui se rapportent à :
- A. tout manquement aux obligations en matière de garantie en vertu du contrat, jusqu'à concurrence du coût total payé par le Canada (y compris toute taxe applicable) pour les biens et les services touchés par le manquement;
- B. tout autre dommage direct, y compris tous les coûts directs identifiables engagés par le Canada pour faire appel à un autre entrepreneur pour effectuer les travaux lorsque le contrat est résilié en partie ou en totalité par le Canada pour manquement, jusqu'à concurrence d'un maximum global pour ce sous-alinéa (B) du montant le plus élevé entre 0,75 fois le coût total estimatif (le montant indiqué à la première page du contrat dans la case intitulée " Coût total estimatif " ou le montant indiqué sur chaque commande subséquente, bon de commande ou tout autre document utilisé pour commander des biens ou des services), ou 1 000 000 \$.
- vi. En aucun cas, la responsabilité totale de l'entrepreneur aux termes de l'alinéa (v) ne dépassera le montant le plus élevé entre le coût total estimatif (comme défini plus haut) du contrat ou 1 000 000 \$, selon le montant le plus élevé.
- vii. Si les dossiers ou les données du Canada sont endommagés à la suite d'une négligence ou d'un acte délibéré de l'entrepreneur, la seule responsabilité de l'entrepreneur consiste à rétablir à ses frais les dossiers et les données du Canada en utilisant la copie de sauvegarde la plus récente conservée par le Canada. Ce dernier doit s'assurer de sauvegarder adéquatement ses documents et données.

C. Réclamations de tiers :

- i. Que la réclamation soit faite au Canada ou à l'entrepreneur, chaque partie convient qu'elle est responsable des dommages qu'elle cause à tout tiers relativement au contrat, tel que stipulé dans un accord de règlement ou ultimement déterminé par une cour compétente, si la cour détermine que les parties sont conjointement et solidairement responsables ou qu'une seule partie est uniquement et directement responsable envers le tiers. Le montant de la responsabilité sera celui précisé dans l'accord de règlement ou déterminé par la cour comme ayant été la portion des dommages que la partie a causé au tiers. Aucun accord de règlement ne lie une partie, sauf si ses représentants autorisés l'ont approuvé par écrit.
- ii. Si le Canada doit, en raison d'une responsabilité conjointe et solidaire, payer un tiers pour des dommages causés par l'entrepreneur, l'entrepreneur doit rembourser au Canada le montant ultimement déterminé par une cour compétente comme étant la portion de l'entrepreneur des dommages qu'il a lui-même causés au tiers. Toutefois, malgré l'alinéa(i), en ce qui concerne les dommages-intérêts spéciaux, indirects ou consécutifs subis par des tiers et couverts par le présent article, l'entrepreneur est uniquement responsable de rembourser au Canada sa portion des dommages que le Canada doit payer à un tiers sur ordre d'une cour, en raison d'une responsabilité conjointe et solidaire relativement à la violation des droits de propriété intellectuelle; de blessures physiques à un tiers, y compris la mort; des dommages touchant les biens personnels matériels ou immobiliers d'un tiers; toute charge ou toute réclamation sur toute portion des travaux; ou du manquement à l'obligation de confidentialité.



Page: 8

Professional Services Contract Contrat de services professionnels

Contract N°	Standing offer N°
N° du contrat	N° de l'Offre à commande
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iii. Les parties sont uniquement responsables l'une devant l'autre des dommages causés à des tiers dans la mesure décrite dans ce paragraphe (c).

ANNEX 'A'

ÉNONCÉ DES TRAVAUX

1 TITRE: SERVICES DE CONSULTATION - APPRENTISSAGE ET DÉVELOPPEMENT PROFESSIONNEL - MINISTÈRE DE LA JUSTICE CANADA

2 CONTEXTE:

Le domaine de l'apprentissage et du développement professionnel au ministère de la Justice (JUS) sera appelé à vivre une importante période de transition durant l'exercice 2015-2016, passant d'un modèle décentralisé à un Centre d'expertise national en apprentissage. Des efforts constants seront nécessaires afin de mettre en place et consolider cette nouvelle entité à JUS tant sur le plan des ressources et du travail.

D'autre part, l'organisme doit s'aligner avec la nouvelle approche pangouvernementale en matière d'apprentissage de l'École de la fonction publique du Canada (EFPC), qui offre un programme de cours commun normalisé pour tous les fonctionnaires et qui s'inscrit dans la concrétisation de la vision Objectif 2020. Une nouvelle façon de fonctionner et de nouvelles initiatives d'apprentissage à JUS découleront de cet alignement entre les offres de l'EFPC et des ministères.

3 OBJECTIF:

C'est dans ce contexte que la Division du développement professionnel du ministère de la Justice sollicite les services d'une firme afin de supporter cette transformation, tant sur le plan organisationnel que dans les nouvelles initiatives qui seront mises de l'avant par l'organisation.

4 DESCRIPTION DU BESOIN:

C'est dans ce contexte que la Division du développement professionnel du ministère de la Justice sollicite les services d'une firme afin de supporter cette transformation, tant sur le plan organisationnel que dans les nouvelles initiatives qui seront mises de l'avant par l'organisation.

5. PORTÉE DES TRAVAUX:

Le ministère de la Justice souhaite mettre en place un contrat pour des services de consultation afin de recevoir des services conseils. Ces services pourront porter sur des projets variés liés à la consolidation du nouveau Centre d'expertise en apprentissage du ministère de la Justice et à ses nouvelles initiatives, pour l'exercice financier 2015-2015. L'intention est de solliciter la firme lorsque leurs services seront nécessaires en articulant clairement les besoins au fur et à mesures de leur émergence.

Professional Services Contract Contrat de services professionnels

Contract N°	Standing offer N°
N° du contrat	N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

6. SERVICES DEMANDÉS:

Les services demandés à la firme pourraient inclure, mais ne sont pas limités à :

- a. Services conseils dans le développement d'un réseau pour les anciens de JUS;
- b. Services conseils dans un processus d'analyse et de détermination des besoins d'apprentissage internes pour JUS;
- c. Services conseils dans le développement d'un réseau de gestionnaires à JUS.

Rôles et responsabilités de l'entrepreneur (et/ou de son consultant) :

- 1. Le consultant respectera les réseaux de communication établis avec le responsable de la Division du développement professionnel;
- 2. Le consultant s'engage à fournir les documents exigés par la Division du développement professionnel, ou tout autre livrable, dans les délais préalablement déterminés entre eux ;
- 3. Le consultant s'engage à fournir des services conseil et/ou des produits/livrables de la plus haute qualité au client, tel que préalablement déterminé entre eux ;
- 4. Le consultant sera responsable de fournir une facture au Ministère moins de 15 jours après chaque livrable préalablement entendu avec le client, ou avant le 31 mars de l'année financière en cours. Aucun frais supplémentaire relatif aux déplacements, hébergements ou repas (autre que mentionnés dans le présent énoncé des travaux) ne seront facturés à la Division du développement professionnel;
- 5. Le formateur s'engage à transmettre au responsable du ministère de la Justice toutes informations jugées importantes qui pourraient avoir une incidence sur les livrables;
- 6. Le consultant devra avoir respecté et complété ses engagements contractuels avant le 31 mars de l'année financière prévue au contrat.

7. LANGUE DE TRAVAIL:

Les livrables devront être fournis en anglais, en français ou les deux, de manière appropriée, dépendamment de l'entente préalable avec le client. Pour ce qui est des communications avec la Division du développement professionnel, la langue privilégiée pourrait être le français, l'anglais ou les deux.

8. EXIGENCES EN MATIÈRE DE DÉPLACEMENT ET LIEUX DES TRAVAUX:

Certaines rencontres pourraient avoir lieu dans nos bureaux au centre-ville d'Ottawa, à distance par téléphone ou téléconférence, tel que préalablement entendu entre le consultant et le client.

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1427 JUS 9200-11														

Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.

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Signature

Title - Titre



	Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
hol the and 2.	rformance of the Contract/Standing Offer/Supply Arrangement, ld a valid Designated Organization Screening (DOS), issued by a Canadian Industrial Security Directorate (CISD), Public Works in Government Services Canada (PWGSC). The Contractor/Offeror personnel requiring access to PROTECTED formation, assets or sensitive work site(s) must EACH hold a		_						
inf Cor of	lid RELIABILITY STATUS, granted or approved by CISD/PWGSC. The Contractor/Offeror MUST NOT remove any PROTECTED formation or assets from the identified work site(s), and the ntractor/Offeror must ensure that its personnel are made aware and comply with this restriction. Subcontracts which contain security requirements are NOT to be								
awa 5. a.	arded without the prior written permission of CISD/PWGSC. The Contractor/Offeror must comply with the provisions of the: Security Requirements Check List and security guide (if plicable), attached at Annex B; Industrial Security Manual (Latest Edition).	·						,	
Thi	Statement of Work is bid solicitation is being issued for the requirement of ofessional Services of one (1) Leadership Development consultant r the Department of Justice under the ProServices Supply rangement (SA) method of supply. The work to be performed is tailed under Annex "A" Statement of Work.				a de la constanta de la consta				
All dat Cor (ht	Standard Clauses and Conditions clauses and conditions identified in the Contract by number, te and title are set out in the Standard Acquisition Clauses and nditions Manual ttps://buyandsell.gc.ca/policy-and-guidelines/standard-acquisiti -clauses-and-conditions-manual) issued by Public Works and vernment Services Canada.								·
201	General Conditions 10B 2014-09-25, General Conditions - Professional Services edium Complexity) apply to and form part of the Contract.	11.00							
5.	Term of Contract								
5.1	1 Period of the Contract								
The Dec	e Work is to be performed during the period of July 2, 2015 to cember 31, 2015								
6.	Authorities								
6.3	1 Contracting Authority				ļ			•	
The Mél	e Contracting Authority for the Contract is:	-							

Gouvernement du Canada

	Description	From - De Y-A M D-J	To-À Y-AMD-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux(Val. timite	GST% %TPS	GST Total Total TPS	Total
	Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street - EMB Room 1257 Ottawa, ON K1A OH8 Telephone: 613-952-2243 E-mail address: melanie.beauvais-lefort@justice.gc.ca	,				Í			
	The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.				-	ari			
	6.2 Project Authority			-	,				
	The Project Authority for the Contract is: Stéphanie Poliquin Chief of staff to the DM Deputy Minister's Office Department of Justice Canada 284 Wellington street Ottawa, Ontario K1A OH8 Telephone: 613-946-3868 E-mail address: stephanie.poliquin@justice.gc.ca						The control of the co		
	The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.			***				,	ż
	6.3 Contractor's Representative								
	ConversArt Consulting		-						
	1651 promenade Autumn Ridge Drive Ottawa ON K1C 6Y1 Telephone: 613-837-6061 Email: info@conversart.com							7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	•
	7. Payment								
	7.1 Basis of Payment - Limitation of Expenditure								
	The Contractor will be reimbursed for the costs reasonably and		•			!	-		
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s.19(1) s.20(1)(c)

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Gouvernement du Canada

	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nal. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	properly incurred in the performance of the Work as determined in accordance with Annex A # Statement of work to a limitation of expenditure of \$21,600.00. Customs duties are included and Applicable Taxes are extra.								
	7.1.1 Basis of Payment - Professional Fees Resource: Per Diem rate: ror 7.5 hours a day Level of Effort: up to a maximum of days at								
	7.2 Limitation of Expenditure								
	1. Canada's total liability to the Contractor under the Contract must not exceed \$21,600.00. Customs duties are included and Applicable Taxes are extra.		· ·					•	
	2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:								
	a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.	•	a a constitution of the co						
	3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.				7				
***************************************	7.3 Method of Payment # Multiple Payments Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if: a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada.								
11	(07/2006)		A	Ord, Off - Bur. de	Requisition No man. Yr /	An. Ser. No - N° de		Page 4	of 11

	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nal. Limit TauxNal. limite	GST% %TPS	GST Total Total TPS	Total
7.4	Payment by Direct Deposit								
2035	ments by direct deposit will be subject to Article 18 # Payment iod and Article 19 - Interest on Overdue Accounts, set out in 5 (2014-06-26), General Conditions - Higher Complexity - Goods ming part of this Contract.		-						
Reci	complete or amend a direct deposit registration, the Contractor t complete and submit to the Contracting Authority the ipient Electronic Payment Registration Request Form at Annex C. form can also be obtained from the Department of Justice ernet site at								
http	p://www.justice.gc.ca/eng/contact/enrol-inscri.html.								
Reci date Elec to c Paym out	is the sole responsibility of the Contractor to ensure that the ormation and account number submitted to Canada via their ipient Electronic Payment Registration Request Form is up to e. Should the Contractor's information within the Recipient ctronic Payment Registration Request Form not be accurate or up date, the provisions identified herein under Article 20# ment Period and Article 21 - Interest on Overdue Accounts, set in General Conditions 102 (2013-10-15) - Medium to High plexity - Services) forming part of this Contract will not ly, until the Contractor corrects the matter.				To the second se				
7.5	Discretionary Audit				ł				,
The payr	following are subject to government audit before or after ment is made:								,
acco b) T c) Te whice The arm of earn and earn and reale prof d) m sis cl incl rate	The amount claimed under the Contract, as computed in ordance with the Basis of Payment, including time charged. The accuracy of the Contractor's time recording system. The estimated amount of profit in any firm-priced element, firm e rate, firm overhead rate, or firm salary multiplier, for che the Contractor has provided the appropriate certification. purpose of the audit is to determine whether the actual profit ned on a single contract if only one exists, or the aggregate actual profit earned by the Contractor on a series of obtained contracts containing one or more of the prices, time as or multipliers mentioned above, during a particular period ected, is fair and reasonable based on the estimated amount of fit included in earlier price or rate certification(s). Any firm-priced element, firm time rate, firm overhead rate, or a salary multiplier for which the Contractor has provided a st favoured customer certification. The purpose of such audit to determine whether the Contractor has charged anyone else, luding the Contractor's most favoured customer, lower prices, es or multipliers, for like quality and quantity of goods or wices.								
0-11 (07/2006)					Requisition No	Demande	D.	age	~~~
	•			Ord. Off - Bur. der 19204	man. Yr Ar		érie	^{rye} 5	7 11



Gouvernement du Canada

Item Article	Description	From - De Y-A M D-J	To - À Y-AMD-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nat. Limit Taux/Val. timite	GST% %TPS	GST Total Total TPS	Total
	Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.							-	
	7.6 Time Verification		Carrier and a state of the stat						
	Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.	•		,					
	8. Invoicing Instructions The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.					· · · · · · · · · · · · · · · · · · ·			And the second s
	Each invoice must be supported by: a. A copy of time sheets to support the time claimed .		es establishment man man establishment man man establishment man e	all and a second a					
	Invoices must be distributed as follows: a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.		erakan karantara karantara karantara karantara karantara karantara karantara karantara karantara karantara kar						
	8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices		Abana da control de la control	and the second s					
	(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.		The proposed states of the sta						
	(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.								
	9. Certifications - Compliance The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing								
US 9200	11 (07/2005)			Ord. Off - Bur. d		An. Ser. No - N° de		Page 6	of 11



Gouvernement du Canada

Item Article	Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit TauxVal. limite	GST% %TPS	GST Total Total TPS	Total
	associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.								
	10. Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.				-				
	11. Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.								•
7000	a. the Articles of Agreement; b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity) c. Annex A, Statement of Work; d. Supply Arrangement Number E60ZT-120001/471/ZT e. The Contractor's bid		-						
	12 Basis for Canada's Ownership of Intellectual Property The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: - where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.								.€ ^{**}
	13. Translation of Documentation								
	The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.						THE STATE OF THE S		
	14. Replacement of Specific Individuals 1. If specific individuals are identified in the Contract to								
JUS 9200-	1 (07/2006)		<u> </u>	Ord. Off - Bur. de	Requisition No.		érie	Page 7	11
				19204				G.	,



Gouvernement du Canada

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	perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed								
	replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable. 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.								
	15. Ownership 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada. 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract. 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor. 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.								-
	16. Liability The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third								
9200-1	(07/2006)		-	Ord. Off - Bur. d 1920		An. Ser. No - N° de		Page 8	of 11

Item Article	Description	From - De Y-A M D-J	To-A Y-AMD-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.	-							
	17. Intellectual Property Infringement and Royalties								
	1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work. 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the								
1979-1970	defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing. 3. The Contractor has no obligation regarding claims that were only made because:								
	(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's								
	specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either								
JUS 9200-1	1 (07/2006)		***************************************	Ord, Off - Bur, de	Requisition No.			Page 9	of 11



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	Description .	From - De Y-A M D-J	To-A Y-AMD-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nal. Limit TauxNal. limite	GST% %TPS	GST Total Total TPS	Total
	[Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim. 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the								
	Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or	·							
	(c) take back the Work and refund any part of the Contract Price that Canada has already paid. If the Contractor determines that none of these alternatives can								
	reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.								
	ANNEX A - STATEMENT OF WORK		-			-			
-	1. Title: Provide facilitation services to DOJ working group of subject matter experts.					,			
	2. OBJECTIVE Develop high policy advice in key areas of the Justice Porfolio.								
	3 Scope: Consultant will develop an agenda and facilitate 1 and a half day brainstorming meeting to take place on July 6 and 7 with the purpose of developing options in key policy areas.								
ومؤسطة والأمطيلي والأمروط والجواجو	4. Tasks: - Consultant must review documentation and meet with the Chief of Staff (COS) and possible the Deputy Minister to outline objectives of session Consultant must develop an agenda and design of session and								
	- One approved, the consultant must facilitate the discussions during the 1 and half day session. - After the close of the session, the consultant will debrief on results achieved and next steps with COS.								
	- Consultant might be required to have follow up sessions with COS							•	
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Gouvernement du Canada

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and group.								
5. Deliverables:					•			
- Agenda and design of session approved before July 4, 2014 - Being present to facilitate on July 6 and 7, 2015								
6. Location of Service Delivery								
East Memorial Building, 4th Floor (meetings) and in salle Pierre deBlois au 75 Albert, Suite 400 (APEX)								
Porking Session -Fall Policy Plan. Team	2015.07.02	2015.12.31	19204			13%	2,808.00	24,408.0
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Vendor No.- No.du Fournisseur

125748 JUS 9200-11 (07/2006)

Fax No.- No. de Télécopie

(613) 230-7556

Couversement de

Your offer is accepted to the extent specified herein.
Votre offre est acceptée aux conditions exposées dans les présentes.

You are requested to supply as indicated herein.

Nous vous demandons de fournir ce qui est précisé dans les présentas.

The Vendor hereby accepts/acknowledges this contract.
Le fournissaur reconnait par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Signature

-	Canada	Canada .		Arrangen	nent en matièn				missionner et a	aux contr	ats	
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From the Manifestina Control of Engineering C	Destination											
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OTTAWA CANADA								Coût globs	nated Cost Il estimatif		For the Minister - Res	rvé av Ministre
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Return the signed copy forthwith. Prière de retourner immédiatement une copie d'ument signée.

Title - Titre

Gouvernement du Canada

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	This bid solicitation is being issued for the requirement of Professional Services of one (1) Leadership Development consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.								
	3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.				-				
	4.General Conditions 2010B 2014-09-25, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.								
1	5. Term of Contract								
	5.1 Period of the Contract								
	The Work is to be performed during the period of July 6, 2015 to March 31, 2016.		-						
	6. Authorities								
	6.1 Contracting Authority								
	The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street - EMB Room 1257 Ottawa, ON K1A 0H8 Telephone: 613-952-2243 E-mail address: melanie.beauvais-lefort@justice.gc.ca							· .	
	The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.								**
	6.2 Project Authority								
	The Project Authority for the Contract is: Michel Brazeau Director General Human Resources Branch								
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	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nat. Limit Teux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Department of Justice Canada 275 Sparks Street Ottawa, Ontario KIA OH8 Telephone: 613-941-1867 E-mail address: michel.brazeau@justice.gc.ca								
	The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.					· ,			
	6.3 Contractor's Representative								
	Director, Principal Coach and Consultant 147 Glebe Avenue Ottawa ON K1S 2C4 Telephone: 613-230-2886 Email: @magma.ca								
	7.Payment					·		<u> </u>	
	7.1 Basis of Payment - Limitation of Expenditure								
	The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with Annex A - Statement of work to a limitation of expenditure of \$5,000.00. Customs duties are included and Applicable Taxes are extra.								
	7.1.1 Basis of Payment - Professional Fees Resource: Hourly rate: Level of Effort: up to a maximum of sessions of 2 hours								
	For the purpose of this Contract, a face to face session will last 1.5 hours and will required 0.5 hours of preparation.								
	7.2 Limitation of Expenditure								
	1. Canada's total liability to the Contractor under the Contract must not exceed \$5,000.00. Customs duties are included and Applicable Taxes are extra.								
	2. No increase in the total liability of Canada or in the price of								
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	the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:								
·	a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.								
	3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.			-					
	7.3 Method of Payment - Multiple Payments Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if: a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada.								.:
	7.4 Payment by Direct Deposit	·							
	Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.			·		-			•
	To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.								
	It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to	11.0							
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Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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	date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20-Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.								
1	7.5 Discretionary Audit	•							
	The following are subject to government audit before or after payment is made:								
	a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged. b) The accuracy of the Contractor's time recording system. c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.								
.	7.6 Time Verification								
	Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request. 8. Invoicing Instructions				·				
	The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices								
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	cannot be submitted until all work identified in the invoice is completed.								
	Each invoice must be supported by: a. A copy of time sheets to support the time claimed								
	Invoices must be distributed as follows: a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.								
	8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices								
	(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.							·	
	(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.								
	9. Certifications - Compliance The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.								
	10. Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.	_							
	11. Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.			·					
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i i	the Articles of Agreement; the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity) the Annex A, Statement of Work; the Supply Arrangement Number E60ZT-120001/338/ZT the Contractor's bid					·			
T C P	Basis for Canada's Ownership of Intellectual Property The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the derformance of the Work under the resulting contract will belong to Canada, on the following grounds: where the material developed or produced consists of material subject to copyright, with the exception of computer software and and documentation pertaining to that software.							-	
1	.3. Translation of Documentation								
r a a a	The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under to obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any echnical errors or other problems that may arise as a result of the translation.								
	A. Replacement of Specific Individuals If specific individuals are identified in the Contract to be form the Work, the Contractor must provide the services of chose individuals unless the Contractor is unable to do so for seasons beyond its control. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a seplacement with similar qualifications and experience. The seplacement must meet the criteria used in the selection of the contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the season for replacing the individual and provide: (a) the name, qualifications and experience of the proposed seplacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with								
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	subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.								
	15. Ownership 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.			- Constitution				-	
	2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does		-						
	not relieve the Contractor of its obligation to perform the Work in accordance with the Contract. 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the					-			
	Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor. 4. Upon transfer of ownership to the Work or any part of the Work								
	to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.							-	
	16. Liability			-	:				
	The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.								
	17. Intellectual Property Infringement and Royalties								•
	1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work. 2. If anyone makes a claim against Canada or the Contractor	-	,				-		
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	concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct all litigation for or against Canada, but the Attorney General request that the Contractor defend Canada against the claim. It defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties against to settle any claim unless the other Party first approves settlement in writing. 3. The Contractor has no obligation regarding claims that we not made because: (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work with following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product the Contractor did not supply under the Contract (unless that is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific instructions from the Contractor has included the following language in its own contwith the supplier of that equipment or software: "[Supplier name acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectu property right, [supplier name], if requested to do so by eith [Contractor name] or Canada, will defend both [Contractor name and Canada against that claim at its own expense and will pay costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is	e t of may n ree the re out hat use r are the ract me] or lal ner all the		·			1		Total
	Contractor's responsibility and, if the Contractor does not do it will be responsible to Canada for the claim. 4. If anyone claims that, as a result of the Work, the Contror Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to cont to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet a the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Pr that Canada has already paid. If the Contractor determines that none of these alternatives of	inue inue all			Den initian	la Damorda		Pane	
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these eithe steps infr	onably be achieved, or if the Contractor fails to take any of e steps within a reasonable amount of time, Canada may choose er to require the Contractor to do (c), or to take whatever s are necessary to acquire the rights to use the allegedly inging part(s) of the Work itself, in which case the ractor must reimburse Canada for all the costs it incurs to do					Toda val. mino	WIFG	IVIGI IFO	
ANNEX	X A - STATEMENT OF WORK								
1. Ti Exect	itle utive Coaching Services for L. Pratt-Tremblay								
indiv Direc maini leade the c	BJECTIVE coaching alliances Inc. will provide a series of vidual coaching sessions for Laurie Pratt-Tremblay, Senior ctor, HR Operations and Client Services. The sessions will ly focus on continued development of identified executive ership skills and ongoing career planning and development in context of your recent appointment as Senior Director in the n Resources Branch, Justice Canada. A detailed coaching ram will be developed in consultation with Laurie.								•
ident and o	cope: will provide coaching on continued development of titled executive leadership skills and ongoing career planning development in the context of her recent appointment as Senior ctor in the Human Resources Branch, Justice Canada. A detailed hing program will be developed in consultation with Laurie.								
4.1. clari leade caree formu	Face to face sessions consisting of coaching conversations to ify expectations, context and current issues; articulate ership and career goals; identify relevant leadership and er management competencies that may need further development; ulate an actionable coaching program; and engage in focused tice and ongoing assessment to ensure progress.								i ži
infor ident	Self-observation exercises designed to surface additional rmation about current expectations and practices, and to tify the competencies required to make needed changes in ort of the coaching program goals.		į						
compe	Practices designed to strengthen and/or develop particular etencies needed to achieve the agreed coaching program omes.								
4.4 relat	A personal written record or journal to record learnings ted to the self-observation exercises and assigned practices.							·	
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	5. Deliverables: 5.1 In-person sessions of 1.5 hours each requiring coach pre-session time of 0.5 hour for a total of 2 hours per session at an hourly rate of Under certain circumstances, coaching conversations may be conducted by telephone. 5.2 Ongoing communication via telephone, e-mail and/or fax as needed to ensure support between meetings.								·
	5.3 Self-observation exercises.								
	5.4. Competency-focused practices.								
	5.5 Selected readings.								
010	- Coaching Alliances Inc.	2015.07.06	2016.03.31	19371			13%	650.00	5,650.0
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RÉGIO	nal capital region n de capitale nationale	;	Clauses (1) and (2) below will (o Los clauses 1 of 2 or-despois fo	orm part of this: onl partio du document de ;		Designation	1 1913	·	.5 65.		Inspection Agency	Chargé de l'inspection
	ELLINGTON ST A ON K1A OH8 A		Request for proposet		obston	EVALUATION D DEPARTMENT O ATT: LUCIE F	F JUSTICE C	ANADA	38301		Consignee at destination unless specified herein.	Destinataire su point de destination seuf si indiqué di-bas.
PHONE FAX:	: 613-301-9709		Contract Amendment	X Contrat Modification		2020-275 SPA OTTAWA ON K	RKS ST	±3 -540-	20201		COCCO	emandes de rens. à : NETU, TRAIAN
prices. GST destination(s	wise indicated herein by the Crown, all prices are indicated herein by the Crown, all prices are indicated tarce. The Goods and Services Tax (GST) is is indicated in the total estimated cost Prices included the properties in the cost of the cost	excluded from unit prices. GST is a e packing, packaging and are F.O. te; for provincial taxes, see the Sup	min as applicable to the unit 8. (including all delivery charges) only Arrangement		doi êlre îndique e	ant dans catte case dans toutes les factores, sements et tous les compagnement,	EVALUATI DEPARTME	ON DIV	to to be sent to: Spinot of down copies a ISION - CSE JUSTICE CAN VETTE (613	ADA		301-9709
prix unitaires les frais d'em	titetion contratte dans les présentes de la part de l' anadiens et la taxé d'accase printents compris, Le La TPS applictable aux prix unitarres et a sus L ibaliage et de conditionnement et sont FAB (y comps se taxés trunicipales ne s'appliquent pas. En ce qui internent	taxe sur les produis et services (T) à TPS est comprise dans le cout to cis tous les bars de lorreisent aux	PS) n'est pas comprise dans les dal estimati. Les prix comprentien	Amendment No. No. de la mo ni Inc./Decs Aug./Dim.		ivious Value - Valeur précéden vised Volue - Montant Révise	2020-275 OTTAWA C CANADA	SPARKS	SST	34 Q		
sont incon	libris figurant dans l'Arrangement en matière d'eppr porées dons les présentes	Description	ric in Toximisassur of in Couldinge.	reprosetitéo par la Ministra de T	From - Os Y-A M D-J	To-A	Consignee Code	No. of Days	Fees Nat, Liqui	GST%	GST Total	Total
-	1) CONTRACT DOCCUMENTS The following documents	- 1844 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944	4			V-AMD-V	Code consignataire	Nº de jours	TauxVat. lenite	%TPS	Total TPS	Total
l	1) The ProServices Supplinctuded all clauses to	lv Arrangement	Number E60ZT-12					:				
	2) The Vendor Proposal and dated June 19,2015.	entitled Perfor	mance Measureme	nt Strategy								,
.	3) The annexes to the (Confract.										
	oses - L'invitation à soumissionner prendités to 10:00:00	The Vendor offers a services listed here an offer to self.	and agrees to sell and supply to their and on any attached sheets at I	he Minister, upon the terms and of the price(s) set out therefor. Rec	conditions set out t sponses to a reque	herein, including the attechments for proposal by a potential s	its hereto, the supplies a upplier will be considere	nd/or State po Indiquer services	iril of manufacture/ship le lieu de fabrication or doivent être rendus.	oing of goods of expedition	or where service is to des biens, ou encore	bo performed, le lieu où les
n-Le		Le lournisseur offre deux, drumèrés da lournisseur éventur	i et convient de vendre au Ministro ns les présentes et dans loute ann il saroni considérées comme des i	é, eux conditions stipulées dans nexe aux présentes, au ou aux p offres de vente.	les présentes et de prix indiqués. Les ri	ens les cocuments ci-joints, los éponses é une demande de pr	i biens ou services, ou le oposition présentée par i	in F.Q.B. F	oint - Point FAB	Des	tination	
JHG CO 1840 B	ress of Vondo: - Norm of adresse du fournisseur INSULTING NETWORK INC URRITTS RAPIDS ROAD	Name and little of p	brson authorized to sign on behalf	f of Vendor (type or print) othes mou	rées)			En vertu sont disp	I to Socion 32(1) of the e de Farticle 32(1) de la consibles PRA		ministration Att. funds ation des finances pub 0/8545/	incre available.
CANADA	KVILLE ON KOG 1NO 613-269-2002			. () mi 3.	0/15	6/3269 . Telephone No 11*		.CoGt gite	mated Cost but estimatif 5 24,860.00		For the Manistry Res	
12418 5 9200-11 (0		Your order cond présentes.	es L k	You are reinfested to supply as indicated herein. Nous vous demandons de lounir os qui cat précisó dans los présentos.	Prière de l une copie	1.	The V		išsa	nce du prèse	ni contret el qu'il teco	spie

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Τ.	Canada Canada	Arrangement en m	stiere d	approvisionnem	ent relatif aux inv	iltations à se	oumissionner et a	oux contr	ats	
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	II) CONTRACT CLAUSES									
	The following clauses apply to and form part of the present contract number 1913858545:	·								
	Delivery Requirements Outside a Comprehensive Land Claims Settlement Area									
	The present Contract is not to be used for deliveries within Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.									
	1 Security Requirements]				Į				
	The following security requirements (SRCL and related clauses apply and form part of the Contract.	s) ·								
	1.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON~PS-SRCL#19									
	i. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement hold a valid Facility Security Clearance at the level of SECF issued by the Canadian Industrial Security Directorate (CISD) Public Works and Government Services Canada (PWGSC).	ŘÉT,								
	ii. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work si must EACH hold a valid personnel security screening at the le of SECRET as required, granted or approved by CISD/PWGSC.	ite(s)								
	iii. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work sit and the Contractor/Offeror must ensure that its personnel are aware of and comply with this restriction.	ce(s), made								
	iv. Subcontracts which contain security requirements are NOT awarded without the prior written permission of CISD/PWGSC.	to be								
	v. The Contractor/Offeror must comply with the provisions of a. Security Requirements Check List and security guide (if applicable), attached at Annex C; b. Industrial Security Manual (Latest Edition).	f the:					•			
	2 Statement of Work	1		.]	ļ		į			
-	This Contract is being issued for the requirement of Professi Services of one (1) Performance Measurement Consultant for th Department of Justice Canada under the ProServices Supply	onal e								
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	Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Annex "A" Statement of Work.	1 100000000000000000000000000000000000							
	3 Standard Clauses and Conditions								
	All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.			A control of the cont					
	3.1 General Conditions								
	2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.								
	4 Term of Contract								
	4.1 Period of the Contract							•	
	The Work is to be performed during the period of July 6, 2015 to October 7, 2015.								
Į	5 Authorities								
-	5.1 Contracting Authority								
	The Contracting Authority for the Contract is:				ļ		I		
	Contact Name: Traian Coconetu Telephone: 613-301-9709 E-mail address: traian.coconetu@justice.gc.ca	i de la companya de l				•			
-	Department Name and Address: Justice Canada 284 Wellington Street Ottawa, Ontario KIA 0H8 Canada				And the second s				
	The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.						e de la constitución de la const	The second secon	
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5.2 Project Author	ity				1				
The Project Author.	ity for the Contract is:								
Contact Name: Paul Telephone: (613) 9 E-mail address: pau	a McLenaghan 52-3594 ila.mclenaghan@justice.gc.ca		Will be considered to the constraint of the cons						
Department Name and Justice Canada 284 Wellington Stro Ottawa, Ontario KlA OH8 Canada	eet								
The Project Authori agency for whom the and is responsible content of the Worl discussed with the Authority has no at the Work. Changes through a contract	ty is the representative of the department work is being carried out under the Contrator all matters concerning the technical under the Contract. Technical matters may Project Authority; however the Project thority to authorize changes to the scope of the Work can only be made amendment issued by the Contracting Authoria	or act be of							
5.3 Contractor's R	epresentative				-				
The Contractor's Re Contact Name: Telephone: 613-298- E-mail address:	presentative for the Contract is: 9877 3jhgconsulting.com								
Organisation Name a JHG Consulting Netw 1840 Burritts Rapid Merrickville, Ontar KOG 1NO Canada	ork Inc. s Road						pospilana neko piyasik upiyya e na navona na		
6 Payment					-		1		
6.1 Basis of Paymen	nt- Pirm Unit Price								
In consideration of of its obligations a firm unit price, and Applicable Taxe	the Contractor satisfactorily completing a under the Contract, the Contractor will be as specified below. Customs duties are incles are extra.	ll paid uded					The state of the s		•
modifications or in	the Contractor for any design changes, terpretations of the Work, unless they have								
1 (07/2006)					Regulation No	Demarkie		<u>₽</u> 4 8	

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been approved, in writi their incorporation int	ng, by the Contracting Authority before o the Work.					1 DON'TE. BRIDE	A-1-3	isa irs	
6.2 Basis of Payment-	Professional Fees								1
Resource 1: Per Diem Rate: Level of Effort: up to	a maximum of days		The state of the s						
Resource 2: Per Diem Rate: Level of Effort: up to		** The state of th	· Average de la constanta de la constanta de la constanta de la constanta de la constanta de la constanta de l						
holidays and sick leave	Contract, a day is defined as 7.5 hours of breaks. Payment will be made for days o provision for annual leave, statutory. If time worked is more or less than a fixed daily rate must be provated to worked	, and the state of			A common major paga paga paga paga paga paga paga pag				
6.3 Authorized Travel a	nd Living Expenses								
Canada will not pay any performing the Work.	travel or living expenses associated with								
6.4 Limitation of Expen	diture	att.			1		ĺ		
1. Canada's total liab must not exceed \$ 22,000 Applicable Taxes are ext	ility to the Contractor under the Contract .00, Customs duties are include and ra.			**************************************	die errominent entsche eigenber	A verification of the state of	***************************************		
interpretations of the k Contractor unless these interpretations have been	total liability of Canada or in the price om any design changes, modifications or ork, will be authorized or paid to the design changes, modifications or n approved, in writing, by the Contracting neorporation into the Work.				er meldekilden der den er er er er er er er er er er er er er	The second secon	And the second s		
The Contractor must not that would result in Can before obtaining the wri Authority. The Contracto writing as to the adequa a. when it is 75 perces b. four (4) months before as soon as the Contractory.	perform any work or provide any service ada's total liability being exceeded tten approval of the Contracting					To the second se	And the second s		
3. If the notification Contractor must provide	is for inadequate contract funds, the to the Contracting Authority a written			Hammen		·	N		
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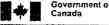


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infor	mate for the additional funds required. Provision of such traction by the Contractor does not increase Canada's lity.								
7	Method of Payment								
7.1 1	Milestone Payment								ĺ
Sched	la will make milestone payments in accordance with the ule of Milestones detailed in Annex B and the payment sions of the Contract if:								
1111, by th	an accurate and complete claim for payment using PWGSC-TPSGC Claim for Progress Payment, and any other document required the Contract have been submitted in accordance with the cing instructions provided in the Contract;	-		A COLUMN TO THE PARTY OF THE PA	AND AREA THE COLOR AND AREA AN		A Principle of the Prin		
b. been	ell the certificates appearing on form PWGSC-TPSGC 1111 have signed by the respective authorized representatives;				and spinors in the management of the spinors in the			•	
c. deliv	all work associated with the milestone and as applicable any erable required has been completed and accepted by Canada.								
7.2	Payment by Direct Deposit	-					1		
Perio	nts by direct deposit will be subject to Article 18 - Payment d and Article 19 - Interest on Overdue Accounts, set out in (2014-09-25), General Conditions - Higher Complexity - Goods ng part of this Contract.	-							-
must Recip The f inter	mplete or amend a direct deposit registration, the Contractor complete and submit to the Contracting Authority the ient Electronic Payment Registration Request Form at Annex D. orm can also be obtained from the Department of Justice net site at //www.justice.gc.ca/eng/contact/enrol-inscri.html.	Tilgabar makkan manana an an an an an an an							
information Recip date. Electro da Paymer out in Comple	the sole responsibility of the Contractor to ensure that the mation and account number submitted to Canada via their ient Electronic Payment Registration Request Form is up to Should the Contractor's information within the Recipient ronic Payment Registration Request Form not be accurate or up to, the provisions identified herein under Article 20-nt Period and Article 21 - Interest on Overdue Accounts, set n General Conditions 102 (2013-10-15) - Medium to High exity - Services) forming part of this Contract will not , until the Contractor corrects the matter.				menomene, to date to consider the second of the second of the second of the second of the second of the second				-
8 7	Accounts and Audit								
	The Contractor must keep proper accounts and records of the					The state of the s			
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	cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.						7110	inal fro	
	2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.				After state confuger group of ground and an action of the confuser and acti			•	The transmission between the property of the contract of the c
6 1 1 6 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Ontractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.							·	
a A p.O.b o o o	The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of greement, is subject to government audit both before and after ayment is made. If an audit is performed after payment, the ontractor agrees to repay any overpayment immediately on demand y Canada. Canada may hold back, deduct and set off any credits wing and unpaid under this section from any money that Canada wes to the Contractor at any time (including under other ontracts). If Canada does not choose to exercise this right at ny given time, Canada does not lose this right.				THE PROPERTY OF THE PROPERTY O				
9	Time Verification	1		A Maria	1				
p	ime charged and the accuracy of the Contractor's time recording ystem are subject to verification by Canada, before or after ayment is made to the Contractor. If verification is done after ayment, the Contractor must repay any overpayment, at Canada's equest.				-		The second secon		
1	Invoicing Instructions								
C	ne Contractor must submit invoices in accordance with the section ntitled "Invoice Submission" of the general conditions. Invoices annot be submitted until all work identified in the invoice is empleted.		er e en de des en en en en en en en en en en en en en		REPLYA (HELLOCULARISMO) A CHESTON OF THE SECOND OF THE SEC	- continues to the second	Andreas de la constante de la	Paralleline and American Company of the Company of	
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	Each invoice must be supported by: a. A copy of time sheets to support the time claimed								
	Invoices must be distributed as follows: a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.	5	**************************************	ne delle di chi chi chi chi chi chi chi chi chi ch					
	11 No Responsibility to Pay for Work not performed due to Closure of Government Offices	9			ŧ				
	(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.	-					A TABLE TO THE PARTY OF THE PAR		
THE PERSONNELS OF THE PERSONNE	(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.						To the Herman Markette and and and and appropriate to the American Section 1985.		My Christian Company of the Christian Company
1	12 Certifications Compliance	-		·					
Michael Hills of the challenge of the control of th	The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.				Andrew 4. Andrew 2. Andrew	The state of the s	e de la companya de l		
j	13 Applicable Laws			- Andrews			-		
- Angelen de la company de la	The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.								
	14 Priority of Documents				-	And the second s			
And the Party an	If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.								·
	(a) the Articles of Agreement;						1		
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	(b) the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity); (c) Annex A, Statement of Work; (d) Annex B, Basis of Payment (e) Annex C, Security Requirements Check List; (f) Supply Arrangement Number E602T-120001/804/ZT; and (g) the Contractor's bid dated June 19,2015.							4	
	15 Basis for Canada's Ownership of Intellectual Property								
***************************************	The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: — where the material developed or produced consists of material subject to copyright, with the exception of computer software and								
	all documentation pertaining to that software.						İ		
1	16 Translation of Documentation								
	The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.					· · · · · · · · · · · · · · · · · · ·			
	17 Replacement of Specific Individuals			1		1			
	1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.				A.A. of the last section o	1 to 1 to 1 to 1 to 1 to 1 to 1 to 1 to			
	2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:						ANY MARKET SAN AND AND SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITIES OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITIES OF THE SECURITION OF THE SECURIT		
	(a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.	-		e enderstellight, ye en			A PARTICULAR PROPERTY OF THE PA	e control d	
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	3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract								
	13 Ownership				1				
	 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada. 								
	2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.								
	3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.	T T T T T T T T T T T T T T T T T T T			,				
	4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.	Absolute - Proposition							
	19 Liability	1							
	The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.					A A A A A A A A A A A A A A A A A A A			
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	1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work. 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree	TAMES	YAMDJ	Code consignataire	Nº de jours	TourVal limite	MTPS	Tetal TPS	Total
	not to settle any claim unless the other Party first approves the settlement in writing. 3. The Contractor has no obligation regarding claims that were only made because: (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or								
	(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that							·	
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	infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so it will be responsible to Canada for the claim.								
	4. If anyone claims that, as a result of the Work, the Contract or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to continu to use the allegedly infringing part of the Work; or	į.							
	(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or				•			Market de la companya	
	(c) take back the Work and refund any part of the Contract Price that Canada has already paid.							•	
	If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to d so.	. [-		
	LIST OF ANNEXES (See documents attached)								
	1) ANNEX "A"- STATEMENT OF WORK 2) ANNEX "B"- BASIS OF PAYMENT 3) ANNEX "C" -SECURITY REQUIREMENTS CHECK LIST 4) ANNEX D: RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM			e en professional annual se en constante en	i vy				
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duties and or prices, GST destination(s	mso indicated herein by the Crown, ell pric trice taxes. The Goods and Services Tax (is included in the total estimated cost. Price specified herein; municipal taxes are not	GST) is excluded from unit prices. GST is as include packing, packaging and are F.(applicable; for provincial taxes, see the S	extra as applicable to the unit D.B. (Including all delivery charges) upply Arrangement.		lous les conni bordereaux d' 92855	urant dans sé dans to alssement accompag 8714	nement.	WORKPLA DEPARTM ATT: DI	CE BRANC ENT OF J ANE LATR	inal at daux copies à : H USTICE CANA EILLE (613)		•	16-9012
prix unitairos los frais d'en	lication contraire dans les présentes de la nation et la taxe d'accise pertinents com La ITPS applicable aux prix unitaires est batigge et de conditionnement et sent FAE se taxes municipales no s'appliquent pas. E nemont,	en sus, Le TPS est comprise dans le coût 3 (y compris tous les frais de livreison) aux	lotai ostimatit. Los prix comprennen ; destinations indiquées dans les	Amandment No,-No, de la mo			/elue - Valour prócódent atue - Montant Révisé		ERT ST R ON KLA				
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	1. Security Requirements following security provided by ISP) as	rity requirements		l clauses									- Company
	1.1 The Contractor performance of the hold a valid Design	Contract/Standing	Offer/Supply Arr	angement,			-						
Solicitation At - Å	iosos - L'invitation à soumissionner prond 00:00:00	services listed to an offer to sell,	rs and agrees to sell and supply to t opein and on any attached sheets at	the price(s) sot out therefor, R	to a cocnodes	equast for	proposal by a potential	supplier will be conside	BBIVICES	int of monufacture/ship to lieu de febrication o doivent être rendus,	ping of good	is or where service is to i an des blems, ou encore i	o lieu où les
On-Le		Le fournisseur d doux, énumérés fournisseur éver	firo et convient de vendre au Ministi dans les présentes et dans toute a ntuel seront considérées comme des	re, aux conditions stipulões dar Indice aux présentes, au ou aux I offres de vente.	ns les présentes x prix incliquée. L	et dans le les répons	a documents ci-joints, k ses à une demande de p	is blons ou services, ou roposition présentée pa		oint - Point FAB		stination	
HALIF C/O C	ddress of Vendor-Nom et adresse du four AX GROUP, THE HRISTOPHER BRANCH	Name and title of	of bersion authorized to slan on boho	sur (on lettros mo					sont dis	PR 19		idministration Act, funds estion des finances publi > 18714	an out
	90 O'CONNOR ST A ON K2P 2R3			23	-7-	15	235		Coût glo	imated Cost bal estimatif \$ 16,526.25	5 2	ROY ROY	1 - 1
CATABLE	σ			Date			Telephone No. • N	r de téléphoné	1	,,,,.		$\mathbf{H} \mathbf{V} \mathbf{A} \mathbf{C} \mathbf{M} \mathbf{C}$	し れ いをご

You are requested to supply as indicated herein.
Nous your domandors de fournir ce qui est précise dans les présentes.

Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.

Your offer is accepted to the extent specified herein. Votre offre est accepted aux conditions exposées dans les prosentes.

Phone: (613) 230-333...

(613) 230-8116

Vendor No.- No. du Fournisseur 103824 Jus 9200-11 (07/2006)

this contract. /Il a pris connaîtsance du présent

Government Canada Gouvernement du Canada

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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Otta Tele	Wellington Street, EMB 1245 wa ON, K1A 0H8 phone: 613-946-9012 il address: Kayla.Pordonick@justice.gc.ca								
Cont writ perf base	Contracting Authority is responsible for the management of the ract and any changes to the Contract must be authorized in ing by the Contracting Authority. The Contractor must not orm work in excess of or outside the scope of the Contract d on verbal or written requests or instructions from anybody r than the Contracting Authority.							٠.	
Alex Mana Depa 350 Otta Tele	Project Authority is Ford-Ellis ger, Wellness Program rtment of Justice Canada Albert Street, Room 353 wa ON, KIA OH8 phone: 613-957-7558 il address: Alexis.Ford-Ellis@justice.gc.ca	•							
agen and cont disc Auth the	Project Authority is the representative of the department or cy for whom the Work is being carried out under the Contract is responsible for all matters concerning the technical ent of the Work under the Contract. Technical matters may be used with the Project Authority; however the Project ority has no authority to authorize changes to the scope of Work. Changes to the scope of two Work Changes to the scope of the Work can only be made ugh a contract amendment issued by the Contracting Authority.								
Tele	Contractor's Representative phone: 613-230-3337 il address:								
6.	Payment								
In cof i	Basis of Payment - Firm Unit Price consideration of the Contractor satisfactorily completing all ts obligations under the Contract, the Contractor will be paid rm unit price, as specified below. Customs duties are included Applicable Taxes are extra.				·				
been	da will not pay the Contractor for any design changes, fications or interpretations of the Work, unless they have approved, in writing, by the Contracting Authority before in incorporation into the Work.							•	
Reso Per	1 Basis of Pavment - Professional Fees ource: Diem Rate:								
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7	Level of Effort: up to a maximum of days								
	For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.								
	6.2 Authorized Travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work.								
ľ	6.3 Limitation of Expenditure								
	6.3.1 Canada's total liability to the Contractor under the Contract must not exceed \$14,625.00. Customs duties are included and Applicable Taxes are extra.								
	6.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum: a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.								
	6.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.							,	
	6.4 Method of Payment Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if: a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada.					·			
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Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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_	7. Accounts and Audit] .		
	7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.								
	7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.	•	·						·
	7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.					·			
	7.4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.								
	8. Invoicing Instructions The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.								
·	Invoices must be distributed as follows: a. The original and one (1) copy must be forwarded to the following address: Diane Latreille Department of Justice Canada 350 Albert Street, Room 360								
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Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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	Ottawa ON, K1A OH8 Telephone: 613-952-6551 Email: Diane.Latreille@justice.gc.ca								
	9. No Responsibility to Pay for Work not Performed due to Closure of Government Offices (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.								
	(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.								
	10. Certifications Compliance The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.						A A A A A A A A A A A A A A A A A A A		
	11. Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.	-		-					
	12. Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list. (a) the Articles of Agreement; (b) the supplemental general condition 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information; (c) the general conditions 2010B (2015-07-03), General Conditions - Professional Services (Medium Complexity); (d) Annex A, Statement of Work; (e) Arnex B, Security Requirements Check List; (f) Supply Arrangement Number E60ZT-120001/246/ZT (the "Supply	-							
	Arrangement"); and	-	•						
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Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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(g) the Contractor's Proposal: Employee Assistance Program Procurement				-				
13. Basis for Canada's Ownership of Intellectual Property The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: where the material developed or produced consists of materia subject to copyright, with the exception of computer software and all documentation pertaining to that software.	1							
14. Translation of Documentation The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is und no obligation to provide any translation to the Contractor. Cana agrees that any translation must include any copyright notice an any proprietary right notice that was part of the original. Cana acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.	da d da							
15. Replacement of Specific Individuals	1							
15.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.								
15.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required securit clearance granted by Canada, if applicable.	e						,	
15.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relie the Contractor from its responsibility to meet the requirements	ve .							
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Γ	the Contract					***************************************			
	16. Ownership								
	16.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.								
	16.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.						40	·	
	16.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.		-						
	16.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.								
	17. Liability The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.							-	
	18. Intellectual Property Infringement and Royalties								
	18.1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.								
	18.2 If anyone makes a claim against Canada or the Contractor	•						, ·	

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Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

to the Wor writing im according Attorney Gall litiga request the either cas defence an damages and claim, indicate to set settlement 18.3 The Conly made (a) Canada Contractor following (b) Canada the Contractor is describ specificat (c) the Coother infosomeone au	intellectual property infringement or royalties relative, that Party agrees to notify the other Party in mediately. If anyone brings a claim against Canada, to Department of Justice Act, R.S., 1985, c. J-2, the department of Justice Act, R.S., 1985, c. J-2, the department of Justice Act, R.S., 1985, c. J-2, the department of Justice Act, R.S., 1985, c. J-2, the department of Canada must have the regulation and conduct tion for or against Canada, but the Attorney General mat the Contractor defend Canada against the claim. In the day of the Contractor agrees to participate fully in the day settlement negotiations and to pay all costs, ad legal costs incurred or payable as a result of the cluding the amount of any settlement. Both Parties agreetle any claim unless the other Party first approves the in writing. Contractor has no obligation regarding claims that were because: a modified the Work or part of the Work without the consent or used the Work or part of the Work without a requirement of the Contract; or a used the Work or part of the Work with a product that actor did not supply under the Contract (unless that use actor did not supply under the Contract (unless that use actor did not supply under the Contract (unless that use actor did not supply under the Contract (unless that use actor did not supply under the Contract (unless that use the contract is the contract of the Contract (unless that use the contract is the contract of the Contract (unless that use the contract is the contract of the Contract (unless that use the contract is the contract of the Contract (unless that use the contract is the contract of the Contract (unless that use the contract is the contract of the Contract (unless that use the contract is the contract of the contract (unless that use the contract is the contract of the contract (unless that use the contract is the contract of the contract (unless that use the contract is the contract of the contract of the contract of the contract of the contract of the contract of the contra	of y				
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that it checontraction contraction with the sacknowledd Government software sproperty [Contractor and Canada costs, dan infringeme Contractor it will be 18.4 If an Contractor c	rions); or intractor or the manufacturer's cions); or intractor used equipment, drawings, specifications or intractor supplied to the Contractor by Canada (or by inthorized by Canada); or intractor used a specific item of equipment or software brained because of specific instructions from the ng Authority; however, this exception only applies if to has included the following language in its own contracts applier of that equipment or software: "[Supplier name gres that the purchased items will be used by the cof Canada. If a third party claims that equipment or supplied under this contract infringes any intellectual right, [supplier name], if requested to do so by either name] or Canada, will defend both [Contractor name] against that claim at its own expense and will pay all mages and legal fees payable as a result of that ent." Obtaining this protection from the supplier is the strength of the Contractor does not do so responsible to Canada for the claim.	ne pt				
rights, the (a) take we to use the (b) modify infringement the requirements.	ne Contractor must immediately do one of the following: whatever steps are necessary to allow Canada to continue allow canada to continue allowed; or you replace the Work to avoid intellectual property ent, while ensuring that the Work continues to meet allowed the Contract; or continues and refund any part of the Contract Price back the Work and refund any part of the Contract Price	=				

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Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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If the reason these either steps infri	Canada has already paid. Contractor determines that none of these alternatives can ably be achieved, or if the Contractor fails to take any of steps within a reasonable amount of time, Canada may choose to require the Contractor to do (c), or to take whatever are necessary to acquire the rights to use the allegedly aging part(s) of the Work itself, in which case the actor must reimburse Canada for all the costs it incurs to do								
ANNEX	A - STATEMENT OF WORK								
	title rement Specialist - Employee Assistance Program Procurement								
Service are co	ackground ces for Justice Canada's Employee Assistance Program (EAP) cerntly provided on a cost-recovery basis by Health Canada's cee Assistance Services Division, which provides services canada.			-					
wishes outside provide wishes	th a competitive procurement process, the Workplace Branch to determine if the private sector or other organizations is the federal government can provide the serbices currently led by Health Canada at a competitive price. The Branch also to determine if additional services can be delivered in a effective manner by such a service provider.								
The Work technical work to service depart	cope orkplace Branch requires the services of an exerienced than to support the development of a statement of work and cal evaluation criteria for the procurement document. The vill include: eletermining, in consultation with the Workplace Branch, the ces to be included in the procurement; curveying or reviewing how other federal government curveying how other federal government curveying how other federal government curveying how								
The requirement of the requireme	Casks/Deliverables esource will undertake the following work on an as and when red basis: Review relevant employee assistance services documentation ded by the Workplace Branch; Meet with the Workplace Branch staff and any other key holders identified by the Branch to determine the specific to be procured; keview the procurement and delivery of similar services by government departments/agencies from service providers other								
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Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement rolatif aux invitations à soumissionner et aux contrats

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	iv) Develor feedback from v) Develor rated requirer Branch and fir vi) Ensure	anada to identify best practices; o a draft statement of work, reviethe Workplace Branch and finalize of draft technical evaluation criticents), review and obtain feedbactalize; and that the statement of work and thy with Government of Canada contidelines and practices.	echnical evaluation		,						
	5. Due Dates Due dates for Project Author September 30,	Tasks/Deliverables are to be detrity. All work shall be completed 2015.	ermined by the no later than								
	ANNEX B - SECT Please see the	URITY REQUIREMENTS CHECK LIST (SRee attached SRCL.	CL)	·	·	·					
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-	1.7 The Contractor personnel requiring access to FROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET as required, granted or approved by CLAD/PRGSC.		****						
	1.3 The Contractor NUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.			-	to the state of th				
	1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.								
	1.5 The Contractor must comply with the provisions of the: a.Security Requirements Check List, strached at Annex B; b.Industrial Security Manual (Latest Edition).				ŀ				
-	2. Statement of Work The Contractor must perform the Work in accordance with the Statement of Work at Annex A.			-					
	3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisitl on-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.	A C. III			The above of the special state		A Principal in commence of the state of the		
	3.1 Seneral Conditions 2010B (2015-07-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.				o negrotation		adding the Control of		
	3.2 Supplemental General Conditions 4067 (2019-08-16), Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.								
	3.3 Specific Persons The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:	quater se . Acquisique	dispersion of the second secon		A described to the factor of t	-		-	
	4. Term of Contract The period of the Contract is from date of award to December 16, 2015 inclusive.	(Mary 1997)	eleform (Skuper a see			,	-	All for the second seco	
	5. Authorities	İ	1			ĺ	-	-	
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wr pe ba	e Contracting Authority is responsible for the tanagement of the stract and any changes to the Contract must be authorized in ting by the Contracting Authority. The Contractor must not afform work in excess of or outside the scepe of the Contract sed on verbal or written requests or instructions from anypody her than the Contracting Authority.	And the second s	-				A COLUMN TO A COLU		A COUNTY OF THE PROPERTY OF TH
Al Ev Der 28 Oti	2 Technical Authority axis Ford-Ellis albation Manager partment of Justice Canada 4 Wellington Street, EMB 5175 tawa ON, KIA 0H8 lephone: 612-941-4071 mail address: Jane.Evans@juscice.gc.ca	TO PAY A ST THE BEST AND THE BE			e est de la comme passoner en graphe de publication				
and cor dis Aut	e Technical Authority is the representative of the department or ency for whom the Work is being carried out under the Contract d is responsible for all matters concerning the technical intent of the Work under the Contract. Technical ratters may be occussed with the Technical Authority; neweer the Technical thority has no authority to authorize changes to the scope of a Work. Changes to the scope of the Work can only be made rough a contract amendment issued by the Contracting Authority.			-					Acceptable and designation of the contract of
Tel E-n	3 Contractor's Representative Lephone: 613-263-2002 mail address: 6jhgnonsulting.com	A THE PERSON NAMED IN COLUMN TO A THE PERSON NAMED IN COLUMN T			anapha is de perimenen antante que que que		Andrews	į	
6. 6.1 For	Payment Basis of Payment - Firm Price the Work described in Annex A - Statement of Work:	Triple to the state of the stat		STAR A SECTION ASSESSMENT ASSESSM			негоз разванай дуугинам		
a f	consideration of the Contractor satisfactorily completing all its obligations under the Contract, the Contractor will be paid firm price of \$22,000.00. Customs duties are included and Goods ! Services Tax or Harmonized Sales Tax is extra, if applicable.	ber de entre en en en en en en en en en en en en en		*	Action of the Principle		A Committee of the Comm		
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been app	il) not pay the Contractor for any design changes, tions or interpretations of the Work, unless they have roved, in writing, by the Contracting Authority Defore corporation into the Work		-		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	THE STATE OF THE S	1	iom (h.	
l Canada w	orized Travel and Living Expenses [1] not pay any travel or living expenses associated with ng the Work.								
6.3 Meth	od of Payment - Milestone Payments								İ
provision a) an a required the invo: b) all c) all	nada will make milestone payments in accordance with the of Milestones outlined in 6.3.2 below and the payment as of the Contract it: courate and complete invoice and any other documents by the Contract have been submitted in secondance with coing instructions provided in the Contract; such documents have been verified by Canada; work associated with the milestone and as applicable any ofe required has been completed and accepted by Canada.						The state of the s		
Milestone includes	redule of Milestones 1: Receipt and acceptance of the draft PMES that a program profile, logic model, performance measurement framework and evaluation strategy no later than October 30, 2015 Amount: \$11,000.00 + MST				- Andrews - Andrews - Andrews - Andrews - Andrews - Andrews - Andrews - Andrews - Andrews - Andrews - Andrews	•			
nus nate:	2: Receipt and acceptance of the final FMES' no later than December 16, 2015 Amount: \$11,000.00 - HST								
7. Acco	unts and Audit							1	
made by t involces, records,	Contractor must keep proper accounts and records of the erforming the Work and of all expenditores or commitments he Contractor in connection with the Work, including all receipts and vouchers. The Contractor must retain including bills of lading and other evidence of ation or delivery, for all deliveries made under the				A STATE OF THE PERSON NAMED IN COLUMN NAMED IN		AND THE PARTY OF T		
subcontra record of	he Contract includes payment for time spent by the r, its employees, representatives, agents or ctors performing the Work, the Contractor must keep a the actual time spent each day by each individual g any part of the Work.		meter and an all processing and any or a	The state of the s	d de de de de de de de de de de de de de			OT COLUMN THE STATE OF THE STAT	
Contracto	ss Canada has consented in writing to its disposal, the raust retain all the information described in this or six years after it receives the fidal payment under	and to the state of the state o	d destruction	**************************************	woodstate the state of the stat				

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The state of the s	the Contract, or until the settlement of all outstancing and disputes, whichever is later. During this time, the must make this information available for audit, inspectio examination by the representatives of Canada, who may make the extracts. The Contractor must provide all tease required facilities for any audit and inspection and musual the information as the representatives of Canada may to time require to perform a complete audit of the Contractor.	Contractor ion and the copies meably is furnish from line			-	-			
	7.4. The amount claimed under the contract, calculated i adcordance with the Basis of Payment provision in the Ar Agreement, is subject to government audit both before an payment is made. If an audit is performed after payment, Contractor agrees to repay any overpayment irmediately oby Canada. Canada may hold back, deduct and set off any owing and unpaid under this section from any money that execution. If Canada does not choose to exercise this rapy given time, Canada does not choose to exercise this rapy given time, Canada does not lose this right.	d after the tree of denand credits			77		A PARTICULAR AND AND AND AND AND AND AND AND AND AND		
	8. Invoicing Instructions The Contractor must submit invoices in accordance with tentitled "Invoice Submission" of the general conditions. cannot be submitted until all work identified in the invicompleted.	Envoices	A second				The second control of the second control of		-
	Invoices must be distributed as follows: a. The original and one (1) copy must be forwarded to the following address: bucie Frenette Dopartment of Justice Canada 275 Sparks Street, SAT Room 2020 Ottawa ON, KIA OHB Telephone: 613-946-3830 Smail: bucie.frenette@justice.gc.ca				Terminophanischer v. albanischer sch	-			
The second secon	9. No Responsibility to Pay for Work not Performed due of Government Offices (a) Where the Contractor, its employees, succontractors, are providing services on government promises under the and those premises are inaccessible because of the evacu closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contwork that otherwise would have been performed if there is evacuation or closure.	, or agents Contract action or s ractor for		Andrew Additional of a special of the control of th	дальн дол и накупт пуставуч регенталивацияция менен				
	(b) If, as a result of any strike or lock-out, the Contrits employees, subcontractors or egents cannot obtain accordenant premises and, as a result, no work is perform is not responsible for paying the Contractor for work the otherwise would have been performed if the Contractor had	cess to ed, Canaca at			да ф v үч і тейам гозамичання діўа				
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The c Contr assoc Certi entir	Certifications Compliance with the certifications provided by the ontinuous compliance with the certifications provided by the actor in its bid and the ungoing cooperation in providing dated information are conditions of the Contract. If feations are subject to verification by Canada during the operiod of the Contract. If the Contractor does not comply any certification, fails to provide the associated.				4				THE RESERVE THE PROPERTY OF TH
the C	mation, or if it is determined that any contification made by ontractor in its bid is untrue, whether made knowingly or wingly, Canada has the right, pursuent to the default sion of the Contract, to terminate the Contract for default.				-				
The C	pplicable Laws ontract must be interpreted and governed, and the relations en the parties determined, by the laws in force in Ontario.				-				
If the that appear that (a)	riority of Documents ore is a discrepancy between the wording of any documents appear on the list, the wording of the document that first is on the list has priority over the wording of any document subsequently appears on the list. the Articles of Agreement; the supplemental general condition 4007 (2016-06-16), Canada			entriture de la genéral de la constitución de la co					The continues and the continue
(c) (d) // (e) // (f) S	n Intellectual Property Rights in Ecreground Information: the general conditions 20105 (2015-07-03), General Conditions the general conditions 20105 (2015-07-03), General Conditions fessional Services (Medium Conplexity). there A, Statement of Work; there A, Security Requirements Check List; typply Arrangement Number E6027-120001/304/27 (the "Supply generat"); and the Contractor's Proposal dated July 15, 2015.	* **THE WASHINGTON THE ADMINISTRATION OF THE			migration				
The Do	dasis for Canada's Ownership of Intellectual Property partment of Justice Canada has determined that any lectual property rights arising from the performance of the under the resulting contract will belong to Canada, on the sing grounds: the main purpose of the contract, or of the deliverables included for, is to generate knowledge and information for cidiscaniation.				AND THE PARTY OF T				
The Co offici contra acknown no obl agrees any pa	ranslation of Documentation intractor agrees that Canada may translate in the other hal language any documentation delivered to Canada my the ictor that does not belong to Canada. The Contractor eledges that Canada owns the translation and that it is under ligation to provide any translation to the Contractor. Canada that any translation must include any copyright, notice and oprietary right notice that was part of the original. Canada		-		Alberta Herico, energy o a de anticambio constitución a constitución de la constitución d				
any pa	oprietary right notice that was part of the original. Consea			Cit Of Br for	Asaustonne -				et.

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	acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.		70000	·	•				
	15. Replacement of Specific Individuals								
-	15.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is enable to do so for reasons beyond its control.		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Temperatura mayor paga		:			
A COMPANY OF THE PROPERTY OF T	15.2 If the Contractor is anable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the solection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provider (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.								
1	15.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection Z. The fact that the Contracting Authority does nor order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract	Andrewson and the state of the							
	16. Ownership								
	16.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.								
-	16.2 However if any payment is made to the Contractot for or on account of any Work, either by way of progress or milestone payments, that work paid for by Cahada belongs to Cahada upon such payment being made. This transfer of contrathip does not constitute acceptance by Cahada of the Work or any part of the Work and does not refer the Contractor of its obligation to perform the Work in accordance with the Contract.							-	
	16.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible		-		vanaдурентология далурод.				CONTRACTOR OF THE CONTRACTOR O
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for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.	ie .	entitivados (mana)			-			
16.4 Upon transfer of ownership to the Work or any part of Work to Canada, the Contractor bust, if requested by Canada establish to Canada's satisfaction that the title is free clear of all claims, liens, attachments, charges or encumb. The Contractor must execute any conveyences and other instancessary to perfect the title that Canada may require.	a, And rances							where the over machine might be foresterned and
17. Liability The Contractor is liable for any damage caused by the Contist employees, subcontractors, or agents to Canada or any party. Canada is liable for any camage caused by Canada, it employees or agents to the Contractor or any third party. Parties agree that no limitation of liability or indexnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Day includes any injury to persons limituding indexy resulting deathl or loss of or damage to property (including real procaused as a result of ordering the performance of the Contractors.)	nird The Tage in							
18. Intellectual Property Infringement and Royalties								
18.1. The Contractor represents and warrants that, to the lits knowledge, neither it nor Canada will infringe any this party's intellectual property rights in performing or using Mork, and that Canada will have no obligation to pay royal any kind to anyone in contection with the Work.	rd the	-						
18.2 If anyone makes a claim against Canada or the Contract concerning intellectual property infringement or royalities to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada according to Department of Justice Act, R.S., 1865, c. J-2, Attorney General of Canada must have the regulation and cor all litigation for or against Canada, but the Attorney General of Canada and the Attorney General that the Contractor defend Canada against the claim either case, the Contractor agrees to participate fully in defence and any settlement negotiations and to pay all cost claim, including the amount of any settlement, both Parties not to settle any claim unless the other Party first approvent the settlement in writing.	related had been all the control of							
18.3 The Contractor has no obligation regarding claims that only made because: (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or pact of the Work of fallowing a requirement of the Contract; br. (b) Canada used the Work or pact of the Work with a product	ie vithout							The state of the s
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	specifications): or	1		i					1
	(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Capada for by	į		Į			•		
- 3	someone authorized by Canada); or						l .		1
•	(d) the Contractor used a specific item of equipment or software			*					1
1	that it obtained because of specific instructions from the				1		1		1
	Contracting Authority; however, this exception only applies if the	í		Į					1
- 1	Contractor has included the following language in its own contract								1
1	with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the	1		1					
i	Sovernment of Canada. If a third party claims that equipment or						,		į
-	software supplied under this contrast infringes any intellectual						•		}
	property right, [sumplier name], if requested to do so by either			1					i
	[Contractor name] or Canada, will defend both [Contractor name]	:		1				ļ	1
•	and Canada against that claim at its own expanse and will pay all	1					İ		1
- 1	costs, damagés and legal feen payable as a result of that infringement." Obtaining this protection from the supplier is the			1			1 :		1
í	Contractor's responsibility and, if the Contractor does not go so,			-					1
	it will be responsible to Canada for the claim.			1					1
		1	!						İ
	8.4 If anyone claims that, as a result of the Work, the								1
	Contractor or Canada is infringing its intellectual property								1
-	rights, the Contractor must immediately 30 one of the following: (a) take whatever stops are necessary to allow Canada to continue								1
	to use the allegedly infringing part of the Work; or	1					5		1
	b) modify or replace the Work to avoid intellectual property			ľ					i
1	infringement, while ensuring that the Work continues to meetall	1		[į		1
	he requirements of the Contract: or							٠.	[
	(c) take back the Work and relume any part of the Contract Price that Canada has already paid.			1			}		1
	If the Contractor determines that none of these alternatives can						1		·]
1	easonably be achieved, or if the Contractor fails to take any of			1					1
1	hose steps within a reasonable amount of time, Canada may choose	1							1
	either to require the Contractor to do (c), or to take whatever			1					1
	steps are necessary to acquire the rights to use the allegedly	(-		1
ř	infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do	i		{			1		1
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ž	WHEN A - STATEMENT OF WORK					-	[1
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	he Department of Justice Canada (Department) requires the			1					1
	services of a Contractor to develop a Ferformance Measurement and	1 .]					*		1
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Sect 3. In the support of the suppor	luation Strategy (PMES) for the Family, Children and Youth Lion (FCY). Background preparation for an evaluation in 2017-2018 of the work preparation for an evaluation in 2017-2018 of the work preparation for an evaluation in 2017-2018 of the work preparation for an evaluation in the FCY and other areas of the Department (Programs other Hoself and Statistics Division and Communications) in bort of their work, there is a need to develop a FMES. The switch outlines the profile of the FCY and incorporates and pain logic of the Supporting Families Experiencing Separation. Divorce Initiative (FTI), Department's work under the Family sence Initiative (FTI) and captures all other work undertaken the FCY. Scope Contract will support the development of a PMES that will lade a program profile, logic model, performance measurement of a program profile, logic model, performance measurement of Secretariat expectations:								
Unde outl and eval	er the new Evaluation Policy, the Treasury Board Scenetariat ines its expectations with respect to evaluating the relevance performance of programs. During the preparation of the vaction design, it is expected that additional insues may be diffied and included in the methodological design.	The state of the s							Marin volgen mit den andersten den angen en gegen.
Lega	raft profile and logic model were developed as part of a FCY all and Policy Study in 2015. These components will be used as usin for developing the PMED.								
	Tasks satisfipated that the Contractor will undertake the following witles:	- Announce of the Control of the Con							The state of the s
Auth incl repr Stat time	Initial Meeting - the Contractor will meet with the Technical cority and the Evaluation Advisory Committee (EAC), which unde the Senior General Counsel, FCY Coordinators [4] and resentatives from the Programs Branch [1] and the Desearch and istics Division (2), to discuss project requirements, thines, expectations, and to confirm roles and consibilities. The meeting will take place in Citama.		`						A THE STATE OF THE
suff fami be 1 the	Bocument and file review - The Contractor Will review a discisent number of background documents and files to become list with the Initiative. The documents will include, but not imited to: the FCY Legal and Policy Study: previous PMES for SF1, FVI and Criminal Law Policy Section; and any other evant documents to provide context for developing the FMES.								andria warman saman sa ka ka ka a manan sa ka ka ka ka a manan sa ka ka ka ka ka ka ka ka ka ka ka ka ka
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7	(c) Half-day workshop - The Contractor will conduct a half-day	Y.A. (12.)	Y-AMD-I	Commonweals	H de exes	TaracVal limite	MIPE	les IPS	Texa
	workshop with the Technical Authority and the EAC to confirm the draft Logic Model and discuss performance Indicators and if possible evaluation questions.			1					
	(d) Draft Performance Measurement Strategy - The Contractor will draft a PMES that includes a program profile, logic model, performance measurement strategy and evaluation strategy based on initial consultations and the document review.		ober and the second sec	And the second s		,			
	(e) Meeting - The Contractor will meet in-person with the Technical Authority and the EAC to receive feedback on the draft PMES.								
	(f). Finalize the Performance Measurement Strategy - The Contractor will finalize the PMES based on feedback received from the Technical Authority and the EAC.								
	6. Deliverables The deliverables will include: a) a draft PMES that includes a Program Profile, Logic Model, Performance Measurement Strategy and Evaluation Strategy by October 30, 2015; and b) a final PMES by December 16, 2013.	·		Parameter dans	and the second s	,	A 200 - 112 - 12		
	7. Meetings The Contractor will be required to attend meetings with the Technical Authority throughout the tenure of the project. The Contractor will be required to attend two in-person meetings in Ottawa, the half-day workshop and the meeting to discuss the draft FMES. The initial meeting as well as any other meeting required, can be done either in-person or by teleconference. The actual frequency, purpose and location of meetings will be determined at the outset of the project between the Technical Authority and the Contractor.								
	ANNEX B - SECURITY REQUIREMENTS CHECK LIST (SRCL) Flease see the attached SRCL.				Miles discovery party and the second				
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Gouvernement du Canada

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_	613-952-2243	Contract	X Contrat		275 SPARKS ST OTTAWA ON KIA	ROOM 12006		2)	-	Direct inquiries to: Adresser toutes de	mandes de rens. à :
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Solicitation of At - À	oses - L'invitation à soumissionner prend fin le 00:00:00	The Vendor offers and agrees to sell and supply to the services listed herein and on any attached sheets at an offer to sell.					d as Indiquer &	nt of manufacture/shippi e lieu de fabrication ou doivent êtra rendus.	ng of goods of d'expédition of	or where service is des blens, ou enco	to be performed. re le lieu où les
On - Le		Le fournisseur offre et convient de vendre au Ministr deux, énumérés dans les présentes et dans toute ar fournisseur éventuel seront considérées comme des	re, aux conditions stipulées dans les nnexe aux présentes, au ou aux prix s offres de vente.	s présentes e Kindiqués. Le	t dans les documents ci-joints, les b es réponses à une demande de prop	iens ou services, ou le position présentée per d 	F.O.B. Po	oint - Point FAB to Section 32(1) of the f	Dest Financial Adr	ination	ds ara evailable.
n12 C 346 S	ddress of Vendor - Nom et adresse du fournisseur Onsulting Corp. OMERSET ST W	Name and title of person authorized to sign on behat Nom at titra de la personne autorisée à signer au no	If of Vendor (type or print) im du fournisseur (en lettres moulée	99)					oi sur la gest Contors	tion des financès p	Date
CANAD		Signature	Date		Telephone No N° d	le téléchone	Coût glob	mated Cost pal estimatif 3 24,238.50	ſ		eserve auministre
rnone	: 613-667-5903	Signature Your offer is accepted to the extent specified herein.	You are requested to supply as indicated herain.		the signed copy forthwith.	ne Vendor hereby acce	nts/acknowledge				
1334		Votre offre est acceptée aux conditions exposées dans les présentes.	Nous vous demandons de fournir ce qui est précisé dans les présentes.		de retourner immédiatament ppie dûrnent signée.		Signature			Ti	tle - Titre
JUS 9200-11	(07/2006)										U



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the Ca and Go 2. Ti inform valid 3. Ti inform Contra of and 4. Si awarde 5. Ti a. Se	valid Designated Organization Screening (Inadian Industrial Security Directorate (CIS vernment Services Canada (PWGSC). The Contractor/Offeror personnel requiring a ation, assets or sensitive work site(s) must RELIABILITY STATUS, granted or approved by the Contractor/Offeror MUST NOT remove any Fation or assets from the identified work siteor/Offeror must ensure that its personnel comply with this restriction. The absolute shift absolute the prior written permission of the Contractor/Offeror must comply with the security Requirements Check List and security.	CCESS to PROTECTED SE EACH hold a CISD/PWGSC. PROTECTED Le(s), and the are made aware Lents are NOT to be CISD/PWGSC. PROVISIONS of the:								, ·
applic b. I	able), attached at Annex B; ndustrial Security Manual (Latest Edition).						-		·	
This b Profes the De	tement of Work id solicitation is being issued for the rec sional Services of one (1) Programmer / Ana partment of Justice under the ProServices S ethod of supply. The work to be performed i "A" Statement of Work.	lyst - Senior for Supply Arrangement								
All cl date a Condit (https on-cla	ndard Clauses and Conditions auses and conditions identified in the Cont nd title are set out in the Standard Acquis ions Manual ://buyandsell.gc.ca/policy-and-guidelines/s uses-and-conditions-manual) issued by Publi ment Services Canada.	ition Clauses and translated translated to the standard acquisiti								
2010B	ral Conditions 2015-07-03, General Conditions - Profession m Complexity) apply to and form part of the	al Services Contract.			·					
5. Term	n of Contract		~			}				
5.1 Pe	riod of the Contract		ł							
The Wo	rk is to be performed during the period of per 30th, 2015.	August 7, 2015 to					i			
6. Auti	norities		Ī		.	}				
6.1 Co	ntracting Authority					.				
Mélanie Contra	ntracting Authority for the Contract is: Beauvais-Lefort cting and Materiel Officer ment of Justice Canada									

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	284 Wellington Street - EMB Room 1239 Ottawa, ON K1A 0H8 Telephone: 613-952-2243 E-mail address: melanie.beauvais-lefort@justice.gc.ca								
	The Contracting Authority is responsible for the management of Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybor other than the Contracting Authority.								
	6.2 Project Authority								
	The Project Authority for the Contract is: Danielle Holden Manager Information Solutions Branch								
	Department of Justice Canada 275 Sparks Street Ottawa, Ontario K1A 0H8 Telephone: 613-355-2430								
	E-mail address: danielle.holden@justice.gc.ca The Project Authority is the representative of the department agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may a discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority	ct be f						·	
1	6.3 Contractor's Representative			ļ	}				
	300-346 Somerset St. West Ottawa ON K2P 0J9 Telephone: 613-667-5903 Email: @n12.ca								
1	7.Payment				(
-	7.1 Basis of Payment - Limitation of Expenditure				1	·			
	The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined accordance with Annex A - Statement of work to a limitation of expenditure of \$21,450.00. Customs duties are included and Applicable Taxes are extra.	in (
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	7.1.1 Basis of Pavment - Professional Fees Resource: Per Diem rate: Level of Effort: days							·		,
	For the purpose of this Contract, one (1) day of effort corresponds to 7.5 hours a day.								i i	
	7.2 Limitation of Expenditure		<u> </u> -							
	1. Canada's total liability to the Contractor under the Contract must not exceed \$21,450.00. Customs duties are included and Applicable Taxes are extra.									
·	2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the								12 12 13 13 14 15 15 15	•
	written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:									
	a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.									
	3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.					ļ			·	
	7.3 Method of Payment - Multiple Payments Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if: a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada. 7.4 Payment by Direct Deposit									
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	Description	From - De Y-A M D-J	To · À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.								
	To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.			,					
	It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20-Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.								
	7.5 Discretionary Audit		Ì		}		1		
	The following are subject to government audit before or after payment is made:		j	1					
	a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged. b) The accuracy of the Contractor's time recording system. c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time								
	rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.								
	Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent								}
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	necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.								
	7.6 Time Verification								1
	Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.								
	8. Invoicing Instructions The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.								
	Each invoice must be supported by: a. A copy of time sheets to support the time claimed								
	Invoices must be distributed as follows: a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.								
	8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices					-			
	(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.								7
	(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.								
	9. Certifications - Compliance The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply					·			
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	with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.		·		·				
	10. Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.								
	11. Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.		• .				- 1		
	a. the Articles of Agreement; b. the general conditions (2015-07-03) 2010B General Conditions - Professional Services (Medium Complexity) c. Annex A, Statement of Work; d. Supply Arrangement Number E60ZT-120001/789/ZT								
	12 Basis for Canada's Ownership of Intellectual Property The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: - where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.	·		-					
	13. Translation of Documentation			}			ļ		
	The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.							·	
	14. Replacement of Specific Individuals 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. 2. If the Contractor is unable to provide the services of any								
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ltem Article	Description	From - De Y-A M D-J	Á-oT. L-D M A-Y	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security								
	clearance granted by Canada, if applicable. 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.					·			
	15. Ownership 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada. 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract. 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor. 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.					-			
	The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The							·	
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Parties agree that no limitation of lishility or indemnity Parties agree that no limitation of lishility or indemnity incorporated in full text in the Articles of Agreement. Danage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as result of or during the personance of the Contract. 17. Intellectual Proporty Infringement and Royalties 1. The Contractor represents and warrants that, to the best of its Mnowledge, neither it nor Canada will infringe any third party's intellectual property eights in performing or using the party's intellectual property eights in performing or using the party's intellectual property eights in performing or using the any kind to anyone in connection with the Work. 2. If snyone makes a claim against Canada or the Contractor any kind to anyone in connection with the Work. 3. If snyone makes a claim against Canada the according to bepartment of Justice with a claim against Canada the according to bepartment of Justice with a Activity of the Other Party in writing immediately. If anyone brings a claim against Canada the according to bepartment of Justice with a Activity of the Activity General may request that the Contractor defend Canada against the claim. In defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the cotto settle any claim unless the other Party first proves the settlement in writing. 3. The Contractor has no obligation regarding claims that were (a) Canada modified the Work or part of the Work without the Contractor's connect or used the Work or part of the Work without (b) Canada used the Work or part of the Work without the Contractor used equipment or software: The Contractor used equipment or software that it obtained because of specific instructions from the contractor used or specific instructions from the contractor used equipment or software: "Supplier name acknowledges that the p	7	Canada Canada An	rangement en matière	d'approvisionner	nent relatif aux inv	vitations a s	oumissionner et :	aux contr	ats	
provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract. 17. Intellectual Property Infringement and Royalties 1. The Contractor represents and warrants that, to the best of lark mowledge, neither it nor Canada will infringe any third and work in the contractor and will infringe any third work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work. 2. If anyone makes a claim against Canada or to royalties related to the Work. Intellectual Party anyone brings a claim against Canada, will may be contractor and will represent the contractor of the Work. That Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, which are contractor and any settlement explusion and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In each of the contractor defend Canada against the claim, in the defence and any settlement negotiations and to pay all costs; damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree and the work work or part of the Work without the Contractor does not only a green the contractor of the Work without the Contractor bas no obligation regarding claims that were only and because; (c) Canada used the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without the Contractor by consent or used the Work or part of the Work without the Contractor used a pecific item of equipment or software the Contractor used a specific item of equipment or software the Contractor used a specific item of equipment or software with the supplied or that equipment or software (Supplier name) and the contractor used a specific intem		Description				1 .			-	Total
1. The Contractor represents and warrants that, to the best of its knowledge, neither it not Canada will infringe any third work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work. 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related the withing inmediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In the contractor defend Canada against the claim. In the contractor defend Canada against the claim. In the contractor defend Canada against the claim. In the contractor defend Canada against the claim. In the contract of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settle any claim unless the other Party first approves the set of the contractor has no obligation regarding claims that were only made because: (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without the Contract or the co		provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real propert	y)							
its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Mork and that Canada will have no obligation to pay royalties of a concerning intellectual property infringement or royalties related to the Mork that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada or the Contractor will be seen that the Contractor defend Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor agrees to participate fully in the damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing. Only made because: (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without tollowing a requirement of the Contract; or. The Contractor is consent or used the Work or part of the Work without the Contractor dut not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications; or (c) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the contractor, when the contractor used a specific item of equipment or software that it obtained because of specific instructions from the contracting Authority; however, this exception only applies on the contractor of that equipment or software that it obtained because of specific instructions from the contracting Authority; however, this exception only applies on the contracting and the contractor infringes any intellectual property right, Especially and the special contract infringes any intellectual property right. Especially and the special property right is Especia		17. Intellectual Property Infringement and Royalties					·			
[Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all		its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties any kind to anyone in connection with the Work. 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct all litigation for or against Canada, but the Attorney General request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agr not to settle any claim unless the other Party first approves t settlement in writing. 3. The Contractor has no obligation regarding claims that wer only made because: (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product the Contractor did not supply under the Contract (unless that u is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or softwat that it obtained because of specific instructions from the Contractor has included the following language in its own contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier naw acknowledges that the purchased items will be u	of ted of may ee he e the tat se re the the initial							
Requisition No Demande Page of		[Contractor name] or Canada, will defend both [Contractor name]	1 .							
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infr Cont	s, damages and legal fees payable as a result of that ingement." Obtaining this protection from the supplier is the ractor's responsibility and, if the Contractor does not do so,								
4. or c	ill be responsible to Canada for the claim. If anyone claims that, as a result of the Work, the Contractor anada is infinging its intellectual property rights, the								
(a) to u	ractor must immediately do one of the following: take whatever steps are necessary to allow Canada to continue se the allegedly infringing part of the Work; or			·					
infr the	modify or replace the Work to avoid intellectual property ingement, while ensuring that the Work continues to meet all requirements of the Contract; or								
that If t	take back the Work and refund any part of the Contract Price Canada has already paid. he Contractor determines that none of these alternatives can				-				·
thes eith	conably be achieved, or if the Contractor fails to take any of the steps within a reasonable amount of time, Canada may choose the require the Contractor to do (c), or to take whatever to require the acquire the rights to use the allowed.								
infr	s are necessary to acquire the rights to use the allegedly inging part(s) of the Work itself, in which case the ractor must reimburse Canada for all the costs it incurs to do								·
			•						
	X A - STATEMENT OF WORK								
1	rprise Data Management and BI Delivery				_				13
The requ anal	BJECTIVE Business Applications Division within the ISB has a irement for professional services to provide BI systems ysis and programming to support BI Delivery. We require a	•				1			
and effe requ envi	rammer/Analyst Level II resource with experience in developing implementing business intelligence solutions which ensure ctive and efficient use of enterprise data. In addition, we are expertise to support and optimize the existing technical ronment, application infrastructure and current, on-going ness intelligence services.								
The venc tran	cope: scope of this contract is to bridge the contract from one lor to another, ensure coverage on the project through the sition in support of the original SoW whose details are within documents as well as to provide knowledge transfer to the new ource.								
busi	initiative is responsible for applications, technical and ness infrastructure for gathering, storing and providing as to subject area and integrated data from core departmental								



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i m r a s	ystems. BI will enable better informed business decisions, mproved consistency of management reporting, enhanced performance easurement capability and support to departmental planning equirements by providing application independent, integrated coess to corporate data for key user groups. This will enhance elf-sufficiency and improve timeliness for data collection and nalysis, and information dissemination. The Enterprise Data anagement and BI Delivery program are fundamental to promote								
i	mproved data quality, consistency and accuracy.	•					}		
J Oi B	Background he Information Solutions Branch (ISB) of the Department of ustice (JUS) is responsible for the management and implementation f the IM/IT program for the Department. ISB is in the process of mplementing an Enterprise Data Management function which is the oundation for delivery of Business Intelligence (BI) services. I delivery encompasses corporate data warehousing, subject area ata marts, tools and support for data analysis and reporting. equirements are documented in a BI Strategy and Roadmap which								
t	lso provides strategic guidance to implement the business and echnical environments to support the phased delivery of BI ervices to JUS.								
j	. Technical Environment US has a well-established and supported network and application nfrastructure based, for the most part, on Microsoft technology nd software components.		,						·
-	MS Office Suite 2007 and 2013 Sybase Power Designer Enterprise Studio v.15 SQL Server 2008 and 2012 SQL Server 2008 BI tools SAS 9.4 version MS SharePoint								
1		•	ł				1	•	
) I	. Tasks: he contractor shall perform, at minimum, the following tasks: Provide detailed technical and project knowledge transfer to the ncoming contracted resource	·				 			
-	Continue to support the project in the detailed work below hrough the period of the contract transition: Work collaboratively with JUS and contract resources in evelopment of BI specifications resulting from Enterprise Data	•							
M -	anagement program of work; Define and analyze business and/or technical requirements for BI elivery;					-			
-	Propose solutions and develop plans, including estimated level f effort, to carry out the plans; Design, build and maintain Extract Transfer Load (ETL) rocesses,								
	Design, build and maintain Data Warehouse (DW) database,		{	1	İ	{	1		1



Gouvernement du Canada

item Article	Description	:	From - De Y-A M D-√	To - Å Y-AM D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	multi-dimensional cubes and BI reports; - Explore the structure and contents of a SAS data set and so SAS data sets Working with existing SAS data sets - Data Manipulation Techniques on SAS data set Security and SAS data/reports access permission - SAS 9.4 application troubleshooting when required - Verify the correctness and completeness of BI solutions by preparing test plans, sample data and performing unit and systests; - Support testing and data validation during BI solution development and implementation phases; - Implement system enhancements; - Participate in ongoing technical and application support for production environment; - Perform full SAS environment data flow and processes documentation	stem								
	- Perform knowledge transfer to JUS employees. 7. Deliverables: The contractor shall provide, at minimum, the following deliverables: - Knowledge transfer sessions and where applicable support the transition of the development of the following:	he								
	o ETL processes; o DW data models and physical schema o DW database; o Multi-dimensional cubes; o BI pre-defined reports; o Functional and Technical design documentation; o BI solution troubleshooting procedures;									
	8. Reporting Requirements The contractor shall meet with the Technical Authority on a periodic basis and submit a monthly timesheet.								•	
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	The Work is to be performed during the period of August 7. September 30th, 2015.	, 2015 to	:							
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	5.1 Period of the Contract	ļ								
	The Work is to be performed during the period of August 7 December 31, 2015.	, 2015 to	:			-				
	All other terms and conditions remains unchanged.	ANY THE PROPERTY OF THE PROPER	- -							
1	****** END OF AMENDMENT 001 *****	Ì						1		}
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JUS 9200-11 (07/2006)

Gouvernement du Canada

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

DEPARTMENT OF JUSTICE CANADA

275 SPARKS ST ROOM 8121

Signature

OTTAWA ON K1A 0H8

CANADA

ATT: PASSY, ZAHINDA (946-7476)

*	Government of Canada		Gouvernement du Canada	
From - Ded				Date of solicita
NATION RÉGION	IS-LEFORT, M AL CAPITAL RE DE CAPITALE			Clauses (1) and Les clauses 1 et
OTTAWA CANADA	-	,		Reque
PHONE: FAX:	613-952-2243			Amen
duties and exc prices GST is	ise taxes. The Goods and So included in the total estimate	ervices Tax (GST) is e ed cost. Prices include	be in Canadian funds and incle excluded from unit prices. GST e packing, packaging and are F e; for provincial taxes, see the	is extra as applicable .0.8. (including all de

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	Contract	X	Contrat		ATT: PASSY, ZA		476)		Direct inquiries		
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be in Canadian funds and include a	applicable Canadian customs	and pack	es, shipping bills ting slips must	doi être indiqué (ant dans cette case dans toutes les factures,	Invoices - Original and two Factures - Remplir et envoy	copies are to ver l'original e	be sent to: t deux copies à :			
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A moins d'indication contraîre dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennen les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière

819-776-3787

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

présentes.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/405/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document. Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/405/ZT sont incorporées dans les présentes.

dans les présentes.

Inc./Decs. - Aug./Dim.

Amendment No.-No. de la modification

Item Article	Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Clauses du contrat subséquent E60ZT-120001/405/ZT				•				
	1. Exigences relatives à la sécurité EXIGENCE EN MATIÈRE DE SÉCURITÉ POUR ENTREPRENEUR CANADIEN : DOSSIER TPSGC No COMMON-PS-SRCL#3								;
	1.1 L'entrepreneur ou l'offrant doit détenir en permanence, pendant l'exécution du contrat ou de l'offre à commandes ou de l'arrangement en matière d'approvisionnement, une attestation de								
Solicitation	n closes - L'invitation à soumissionner prend fin le O0:00:00 The Vendor offers and agrees to sell and supply to the Minister, upon the terms and services listed herein and on any attached sheets at the price(s) set out therefor. Res	conditions set out hereingsponses to a request for	n, including the attachm proposal by a potential	ents hereto, the supplies I supplier will be consider	andion ladione	nt of manufacture/shipp le lieu de fabrication ou doivent être rendus	ing of goods of d'expédition	or where service is lo b des biens, ou encore le	e performed. Ilieu où les

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Previous Value - Valeur précédente

Revised Value - Montant Révisé

l'arrangement en matière d'a	pprovisionnement, un	e attestation de							
Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00:00	The Vendor offers and agrees to sell and services listed herein and on any attached an offer to sell.	supply to the Minister, upon the terms and a sheets at the price(s) set out therefor, Re	conditions set out herein, including the attachn sponses to a request for proposal by a potential	nents hereto, the supplies a al supplier will be considere	Indique	oint of manufacture/shippi er le lieu de fabrication ou s doivent être rendus.	ng of goods or v d'expédition des	vhere service is to b biens, ou encore le	e performed. : lieu où les
On-Le	Le fournisseur offre et convient de vendre deux, énumérés dans les présentes et dan fournisseur éventuel seront considérées c	ns toute annexe aux présentes, au ou aux	s les présentes et dans les documents ci-joints, prix indiqués. Les réponses à une demande de	les biens ou services, ou le proposition présentée par	F.O.B.	Point - Point FAB nt to Section 32(1) of the f	Destin	stration Act. funds a	are available.
Name and address of Vendor - Nom et adresse du fournisseur NCR ASSOCIATES LES ASSOCIÉ (E) S DE LA RCN	Name and title of person authorized to sig Nom et titre de la personne autorisée à sig	n on behalf of Vendor (type or print) gner au nom du fournisseur (en lettres moi	ulées)		En vert	ue de l'article 32(1) de la l sponibles	ghaure ()	coli	12 Date 25/08/1
605-130 RUE ALBERT OTTAWA ON K1P 5G4 CANADA	Signature	Date	Telephone No	N° de téléphone	Coût gl	stimated Cost obal estimatif \$ 22,571.75	For	the Minister Rese	Ne fiu Ministre
Phone: 613-234-5686 Vendor No No. du Fournisseur Fax No No. de Télécopie	Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les	You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé	Return the signed copy forthwith. Prière de retoumer immédiatement une copie d'ûment signée.	The Vendor hereby acce Le fournisseur reconnait	pts/acknowled par les présen	ges this contract. Ites qu'il a pris connaissan	ce du présent c	ontrat et qu'il l'accep	ote.



Gouvernement du Canada

par 1a Direction de la sécurité industrielle canadienne (DSIC) de 1.2 Les membres un presonnel de 1.2 les membres un presonnel de 1.2 les membres un presonnel de 1.2 les membres de 1.2 les membres de 1.2 les membres de 1.2 les membres de 1.2 les membres de 1.2 les membres de 1.2 les membres de 1.2 les membres de 1.2 les membres de 1.2 les membres de 1.2 les membres de 1.2 les membres de 1.2 les membres de 1.2 les membres de 1.2 les de 1.2 les contrats de sous-traitance comportant des exigences relatives à la sécurité ND DOIVENT PAS êtra ettribués sans l'autorisation écrite préalable de la DSIC de TESCI positions : a. de la liste de vérification des exigences relatives à la sécurité (s'il y a lieu), reproduite ci-joint à l'Annews 2. b. du Mambel de la sécurité (s'il y a lieu), reproduite de 1.2 les contrat par distribute de la sécurité (s'il y a lieu), reproduite de 1.2 les contrat par distribute de 1.2 les convex à l'annexe "A " d'entrepreneur doit exécuter les travaux conformément à l'énoncé des travaux qui se rouve à l'annexe "A " d'entrepreneur doit exécuter les travaux conformément à l'énoncé des Clauses et conditions uniformisées d'achat publié par Travaux publics et sur titre, sont reproduites dans le Cuide des clauses et conditions uniformisées d'achat publié par Travaux publics et Services governementaux Canada. 4. Conditions générales les companies (complexité moyenne) s'appliquent au contrat et en font partie intégrante. 5. Durée du contrat Les travaux doivent être réalisés durant la période du 21 août 2015 au 31 mars 2016. 6. Responsables 6.1 Autorité contractante L'autorité contractante pour le contrat est : Mélante Beauvais-lefort Agente des contrats Mélante Beauvais-lefort Agente des contrats Mélante Beauvais-lefort Agente des contrats Mélante Beauvais-lefort Agente des contrats Mélante Beauvais-lefort Agente des contrats Mélante Beauvais-lefort Agente des contrats Mélante Beauvais-lefort Agente des contrats	m cle	Description	From - De Y-A M D-J	To-A Y-AMD-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
L'entrepreneur doit exécuter les travaux conformément à l'énoncé des travaux qui se trouve à l'annew "A " 3. Clauses et conditions uniformisées Toutes les clauses et conditions identifiées dans le contrat par un numéro, une date et un titre, sont reproduites dans le Guide des clauses et conditions de l'achat publié par Travaux publics et Services gouvernementaux Canada. 4. Conditions générales Les conditions générales 2010B (2015-07-03) conditions générales - services professionnels (complexité moyenne) s'appliquent au contrat et en font partie intégrante. 5. Durée du contrat Les travaux doivent être réalisés durant la période du 21 août 6. Responsables 6.1 Autorité contractante L'autorité contractante L'autorité contractante pour le contrat est : Mélanie Beauvais-Lefort Agente des contrats Ministère de la Justice Canada 284, rue Wellington Ottawe (Ontario) KIA 0H8 Téléphone: 613-952-2243		Travaux publics et Services gouvernementaux Canada (TPSGC). 1.2 Les membres du personnel de l'entrepreneur ou de l'offrant devant avoir accès à des établissements de travail dont l'accès est réglementé doivent TOUS détenir une cote de FIABILITÉ en vigueur, délivrée ou approuvée par la DSIC de TPSGC. 1.3Les contrats de sous-traitance comportant des exigences relatives à la sécurité NE DOIVENT PAS être attribués sans l'autorisation écrite préalable de la DSIC de TPSGC. 1.4L'entrepreneur ou l'offrant doit respecter les dispositions : a. de la Liste de vérification des exigences relatives à la sécurité et directive de sécurité (s'il y a lieu), reproduite ci-joint à l'Annexe B:						# 5 5		
Toutes les clauses et conditions identifiées dans le contrat par un numéro, une date et un titre, sont reproduites dans le Guide des clauses et conditions uniformisées d'achat publié par Travaux publics et Services gouvernementaux Canada. 4. Conditions générales Les conditions générales Les conditions générales (complexité moyenne) s'appliquent au contrat et en font partie intégrante. 5. Durée du contrat 5.1 Période du contrat Les travaux doivent être réalisés durant la période du 21 août 2015 au 31 mars 2016. 6. Responsables 6.1 Autorité contractante L'autorité contractante L'autorité contractante pour le contrat est : Mélanie Beauvais-Lefort Agente des contrats Ministère de la Justice Canada 22 de la lington (1) 088 Téléphone: 6[3]-552-2243		L'entrepreneur doit exécuter les travaux conformément à l'époncé				1				
Les conditions générales 2010B (2015-07-03) conditions générales - services professionnels (complexité moyenne) s'appliquent au contrat et en font partie intégrante. 5. Durée du contrat 5.1 Période du contrat Les travaux doivent être réalisés durant la période du 21 août 2015 au 31 mars 2016. 6. Responsables 6.1 Autorité contractante L'autorité contractante pour le contrat est : Mélanie Beauvais-Lefort Agente des contrats Ministère de la Justice Canada 284, rue Wellington Ottawa (Ontario) KIA 0H8 Téléphone: 613-952-2243 200-11 (07/2006)		Toutes les clauses et conditions identifiées dans le contrat par un numéro, une date et un titre, sont reproduites dans le Guide des clauses et conditions uniformisées d'achat publié par Travaux				1				
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2015 au 31 mars 2016. 6. Responsables 6.1 Autorité contractante L'autorité contractante pour le contrat est : Mélanie Beauvais-Lefort Agente des contrats Ministère de la Justice Canada 284, rue Wellington Ottawa (Ontario) KIA OH8 Téléphone: 613-952-2243		5.1 Période du contrat	-							
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L'autorité contractante pour le contrat est : Mélanie Beauvais-Lefort Agente des contrats Ministère de la Justice Canada 284, rue Wellington Ottawa (Ontario) KIA OH8 Téléphone: 613-952-2243 Requisition No Demande Page		6. Responsables	·			770000000000000000000000000000000000000				
Mélanie Beauvais-Lefort Agente des contrats Ministère de la Justice Canada 284, rue Wellington Ottawa (Ontario) K1A 0H8 Téléphone: 613-952-2243 Requisition No Demande Page		6.1 Autorité contractante			Treatment of the state of the s					
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Ord. Off - Bur, deman, Yr An, Ser, No - N° de série 2 d1 11	200-1	1 (07/2006)	1						Page 2	e ^f 11

Gouvernement du Canada

	Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux(Val. limite	GST% %TPS	GST Total Total TPS	Total
(Courriel: melanie.beauvais-lefort@justice.gc.ca								
1	L'autorité contractante est responsable de la gestion du contrat et toute modification doit être autorisée, par écrit, par l'autorité contractante. L'entrepreneur ne doit pas effectuer de cravaux dépassant la portée du contrat ou des travaux qui n'y sont pas prévus suite à des demandes ou des instructions verbales ou écrites de toute personne autre que l'autorité contractante.								Property of the state of the st
1	5.2 Chargé de projet								
] 1	Le chargé de projet pour le contrat est :								
	Michel Brazeau Directeur général Direction générale des ressources humaines 275, rue Sparks Dttawa (Ontario) KIA OH8 Téléphone: 613-941-1867 Courriel: Michel.brazeau@justice.gc.ca								
	Le chargé de projet représente le ministère ou l'organisme pour lequel les travaux sont exécutés en vertu du contrat. Il est responsable de toutes les questions liées au contenu technique des cravaux prévus dans le contrat. On peut discuter des questions techniques avec le chargé de projet; cependant, celui-ci ne peut pas autoriser les changements à apporter à l'énoncé des travaux. De tels changements peuvent être effectués uniquement au moyen d'une modification de contrat émise par l'autorité contractante.	·							
	5.3 Représentant de l'entrepreneur								
	NCR Associates 130, rue Albert Ottawa Ontario K1P 5G4 Téléphone : 613 - 234-5686 Courriel : ncr.rcn@qc.aira.com								
l G	En fournissant de l'information sur son statut en tant qu'ancien fonctionnaire touchant une pension en vertu de la Loi sur la pension de la fonction publique (LPFP), l'entrepreneur a accepté que cette information soit publiée sur les sites Web des ministères, dans le cadre des rapports de divulgation proactive des marchés, et ce, conformément à l'Avis sur la Politique des marchés: 2012-2 du Secrétariat du Conseil du Trésor du Canada.								
.	7.Paiement								

Gouvernement du Canada

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

	Description	From - De Y-A M D-J	Ťo - Á Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nal. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	7.1 Base de paiement - limitation des dépenses (2013-04-25) C0206C							<u>.</u>	
	L'entrepreneur sera remboursé pour les coûts qu'il a raisonnablement et convenablement engagés dans l'exécution des travaux établis conformément à la base de paiement mentionnée ci-dessous, jusqu'à une limitation des dépenses de 19 975.00\$. Les droits de douane sont inclus et les taxes applicables sont en sus.					÷			
	7.1.1 Base de paiement - frais professionnels								
-	Ressources: Taux horaire : Heure maximum à effectuer : heures	•							
	7.2 Limitation des dépenses 1. La responsabilité totale du Canada envers l'entrepreneur en vertu du contrat ne doit pas dépasser la somme de 19 975.00\$. Les droits de douane sont inclus et les taxes applicables sont en sus.								
	2. Aucune augmentation de la responsabilité totale du Canada ou du prix des travaux découlant de tout changement de conception, de toute modification ou interprétation des travaux, ne sera autorisée ou payée à l'entrepreneur, à moins que ces changements de conception, modifications ou interprétations n'aient été approuvés, par écrit, par l'autorité contractante avant d'être intégrés aux travaux. L'entrepreneur n'est pas tenu d'exécuter des travaux ou de fournir des services qui entraîneraient une augmentation de la responsabilité totale du Canada à moins que l'augmentation n'ait été autorisée par écrit par l'autorité								
	contractante. L'entrepreneur doit informer, par écrit, l'autorité contractante concernant la suffisance de cette somme : a. lorsque 75 p. 100 de la somme est engagée, ou b. quatre (4) mois avant la date d'expiration du contrat, ou c. dès que l'entrepreneur juge que les fonds du contrat sont insuffisants pour l'achèvement des travaux, selon la première de ces conditions à se présenter.			- Washington	. In the state of			·	,
	3. Lorsqu'il informe l'autorité contractante que les fonds du contrat sont insuffisants, l'entrepreneur doit lui fournir par écrit une estimation des fonds additionnels requis. La présentation de cette information par l'entrepreneur n'augmente pas la responsabilité du Canada à son égard.			***************************************			- Principle - Spirit Spirit		
	7.3 Modalités de paiement								
	7.3.1 Paiement mensuel Le Canada paiera l'entrepreneur chaque mois pour les travaux		ng pi pi pi pi pi pi pi pi pi pi pi pi pi		***************************************				
11	(07/2006)			Ord. Off - Bur. de 19147		An. Ser. No - N° de	série	Page 4	of 11 de .

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Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nal. Limit TauxNal, limite	GST% %TPS	GST Total Total TPS	Total
complétés pendant le mois visé par la facture conformément aux disposítions de paiement du contrat si : a. une facture exacte et complète ainsi que tout autre docume exigé par le contrat ont été soumis conformément aux instruction de la contrat ont été soumis conformément aux instruction de la contrat ont été soumis conformément aux instruction de la contrat ont été soumis conformément aux instruction de la contrat ont été soumis conformément aux instruction de la contrat ont été soumis conformément aux instruction de la contrat ont de la contra	ent							
de facturation prévues au contrat; b. tous ces documents ont été vérifiés par le Canada; c. les travaux livrés ont été acceptés par le Canada.		Allocateur-dendedate (des				-		
7.4. Instructions relatives à la facturation								
Les factures doivent être distribuées comme suit : a) L'original et une (1) copie doivent être envoyés à l'adres suivante pour attestation et paiement : Carole Rice	sse .							
Agente principale, Finances et administration Ministère de la Justice Canada Direction générale des ressources humaines 275, rue Sparks Ottawa (Ontario) KIA 0H8						as desired the result of the second s		
Téléphone : 613-293-2749 Courriel : carice@justice.gc.ca				white restriction makes to				
7.4.1 Chaque demande de paiement doit comprendre les documents suivants à l'appui, s'il y a lieu : a) Le numéro du contrat tel qu'indiqué sur la première page de présent document b) Description du travail pour la période de paiement	1							
7.5 Aucune obligation de payer pour des travaux non effectués e raison de la fermeture des bureaux du gouvernement								
(a) Si l'entrepreneur, ses employés, ses sous-traitants ses agents ne peuvent accéder aux locaux du gouvernement où ils assurent des services en vertu du contrat en raison de l'évacuation et de la fermeture de ces bureaux, et que cette situation les empêche de faire leur travail, le Canada n'est patenu de payer l'entrepreneur pour les travaux qui auraient pu	as		Type Teleprocessor Commencers					
effectués sans l'évacuation ou la fermeture. (b) Si l'entrepreneur, ses employés, ses sous-traitants ses agents ne peuvent accéder aux locaux du gouvernement où ils assurent des services en vertu du contrat en raison d'une grève d'un lockout, et que cette situation les empêche de faire leur travail le Canada n'est pas tenu de paver l'entrepreneur pour	s ou se ou les							-
travaux qui auraient pu être effectués s'il avait eu accès aux locaux.								
8. Attestations - Conformité Le respect des attestations et documentation connexe fournies partientrepreneur avec sa soumission est une condition du contrat pourra faire l'objet d'une vérification par le Canada pendant durée du contrat. En cas de manquement à toute déclaration de	et la							



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Description	From - De Y-A M D-J	Ä - oT L-G M A-Y	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
part de l'entrepreneur, à fournir la documentation connexe ou encore si on constate que les attestations qu'il a fournies avec sa soumission comprennent de fausses déclarations, faites sciemment ou non, le Canada aura le droit de résilier le contrat pour manquement conformément aux dispositions du contrat en la matière.								
9. Lois applicables Le contrat doit être interprété et régi selon les lois en vigueur de l'Ontario et les relations entre les parties seront déterminées par ces lois. 11. Ordre de priorité des documents En cas d'incompatibilité entre le libellé des textes énumérés dans la liste, c'est le libellé du document qui apparaît en premier sur la liste qui l'emporte sur celui de tout autre document qui figure plus bas sur ladite liste. a. les articles de la convention;								
b. les conditions générales 2010B (2014-09-25) conditions générales - services professionnels (complexité moyenne) c. Annexe A, Énoncé des travaux; d. Annexe B, Liste de vérification des exigences relatives à la sécurité (s'il y a lieu); e. L'arrangement en matière d'approvisionnement E60ZT-120001/405/ZT f. la soumission de l'entrepreneur		·						encontrol de la control de la control de la control de la control de la control de la control de la control de
10 Fondement du titre du Canada sur les droits de propriété intellectuelle Le Ministère de la Justice Canada a déterminé que tout droit de propriété intellectuelle découlant de l'exécution des travaux prévus par le contrat subséquent appartiendra au Canada, pour les motifs suivants: - lorsque le matériel créé ou conçu se compose de matériel protégé par le droit d'auteur, sauf dans le cas des logiciels informatiques et de la documentation s'y rapportant.					·			
11. Traduction de la documentation L'entrepreneur convient que le Canada peut traduire dans l'autre langue officielle toute documentation qui lui a été livrée par l'entrepreneur et qui n'appartient pas au Canada en vertu de l'article 20. L'entrepreneur reconnaît que le Canada est propriétaire de la traduction et qu'il n'a aucune obligation de fournir une traduction à l'entrepreneur. Le Canada convient que toute traduction doit comprendre tout avis de droit d'auteur et tout avis de droit de propriété qui faisait partie de l'original. Le Canada reconnaît que l'entrepreneur n'est pas responsable des erreurs techniques ou d'autres problèmes qui pourraient être								
causés par la traduction. 12. Remplacement d'individus spécifiques								
(07/2006)			<u>1.,l</u>	Requisition No.		Þ		<u> </u>

Gouvernement du Canada

Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
1. Si des individus spécifiques sont identifiés dans le contrat pour exécuter les travaux, l'entrepreneur doit fournir les services de ces individus, sauf s'il n'est pas en mesure de le faire pour des motifs indépendants de sa volonté. 2. Si l'entrepreneur n'est pas en mesure de fournir les services de tout individu spécifique identifié au contrat, l'entrepreneur doit fournir les services d'un remplaçant qui possède les qualifications et l'expérience similaires. Le remplaçant doit satisfaire aux critères utilisés pour la sélection de l'entrepreneur et être acceptable pour le Canada. L'entrepreneur doit, le plus tôt possible, aviser l'autorité contractante du motif du remplacement de l'individu et fournir : (a) le nom du remplaçant proposé ainsi que ses qualifications et son expérience; et (b) la preuve que le remplaçant proposé possède la cote de sécurité exigée accordée par le Canada, s'il y a lieu.								
L'entrepreneur ne doit en aucun cas permettre que les travaux soient exécutés par des remplaçants non autorisés. L'autorité contractante peut ordonner qu'un remplaçant cesse d'exécuter les travaux. L'entrepreneur doit alors se conformer sans délai à cet ordre et retenir les services d'un autre remplaçant conformément au paragraphe 2. Le fait que l'autorité contractante n'ordonne pas qu'un remplaçant cesse d'exécuter les travaux n'a pas pour effet de relever l'entrepreneur de son obligation de satisfaire aux exigences du contrat								
13. Droit de propriété 1. Sauf disposition contraire dans le contrat, le droit de propriété sur les travaux ou toute partie des travaux appartient au Canada dès leur livraison et leur acceptation par ou pour le compte du Canada. 2. Toutefois lorsqu'un paiement est effectué à l'entrepreneur à l'égard des travaux, notamment au moyen de paiements progressifs ou d'étape, le droit de propriété relié aux travaux ainsi payés est transféré au Canada au moment du paiement. Ce transfert du droit de propriété ne constitue pas l'acceptation des travaux ou de toute partie des travaux par le Canada ni ne relève l'entrepreneur de son obligation d'exécuter les travaux conformément au contrat. 3. Malgré tout transfert du droit de propriété, l'entrepreneur								N. C.
est responsable de toute perte ou endommagement des travaux ou toute partie des travaux jusqu'à la livraison au Canada conformément au contrat. Même après la livraison, l'entrepreneur demeure responsable de toute perte ou endommagement causé par l'entrepreneur ou tout sous-traitant. 4. Lorsque le droit de propriété sur les travaux ou une partie des travaux est transféré au Canada, l'entrepreneur doit établir, à la demande du Canada, que ce titre est libre et quitte de tout privilège, réclamation, charge, sûreté ou servitude et signer les actes de transfert s'y rapportant et les autres documents							·	

Gouvernement du Canada

nécessaires pour parfaire le titre qu'exige le Canada. 14. Responsabilité L'entrepreneur est responsable de tout dommage causé par l'entrepreneur, ses employés, ses sous-traitants ou ses agents au Canada ou à tout tiers. Le Canada est responsable de tout dommage causé par lui-même, ses employés, ses agents à le mitterpreneur ou à causé par lui-même, ses employés, ses agents à le initiation de la responsabilité ou à des indemnités ne s'applique au contrat à moins d'être reproduite entièrement dans les articles de convention. Les dommages comprenent les blessures causées à des personnes ly compris les blessures entraînant le contrait d'existence de la convention. Les dommages comprenent les blessures causées à des personnes ly compris les blessures entraînant le contrait d'existence de la contrait d'existence de la contrait d'existence de la contrait d'existence de la contrait d'existence de l'existence en ce qui touche les travaux. 2. Si quelqu'un présente une réclamation contre le Canada ou l'entrepreneur pour streinte aux droits de proprièté intellectuelle ou pour des redevances en ce qui touche les travaux, cette partie convient d'aviser immédiatement l'autre procureur général du Canada, en vertu de la Loi sur le ministère de la Justice, LR. (1985, ch. J-2, sera chargé des intérêts du Canada dans tout litige où le Canada est partie, mais il peut demandes à l'entrepreneur de défendre le Canada contre la convient de la participer pleinement à la défense et à la négociation d'un réglement, et de payer tous les coûts, dommages et frais juridiques engagés ou payables à la suite de la réclamation, y compris le montant du réglement. Les deux parties conviennent de d'abord approuvé le règlement par écrit. 3. L'entrepreneur n'a aucune obligation concernant les réclamations qui sont présentées seulement parce que travaux on le consentéent de l'entrepreneur ou îl a utilisé les travaux ou une partie des travaux sa	,	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. Iimite	GST% %TPS	GST Total Total TPS	Total
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1. L'entrepreneur déclare et garantit qu'au meilleur de sa connaissance, ni lui ni le Canada ne portera atteinte aux droits de propriété intellectuelle d'un tiers dans le cadre de l'exécution ou de l'utilisation des travaux, et que le Canada n'aura aucune obligation de verser quelque redevance que ce soit à quiconque en ce qui touche les travaux. 2. Si quelqu'un présente une réclamation contre le Canada ou l'entrepreneur pour atteinte aux droits de propriété intellectuelle ou pour des redevances en ce qui touche les travaux, cette partie convient d'aviser immédiatement l'autre partie par écrit. En cas de réclamation contre le Canada, le procureur général du Canada, en vertu de la Loi sur le ministère de la Justice, L.R. 1985, ch. J-2, sera chargé des intérêts du Canada dans tout litige où le Canada est partie, mais il peut demander à l'entrepreneur de défendre le Canada contre la réclamation. Dans l'un ou l'autre des cas, l'entrepreneur convient de participer pleinement à la défense et à la négociation d'un règlement, et de payer tous les coûts, dommages et frais juridiques engagés ou payables à la suite de la réclamation, y compris le montant du règlement. Les deux parties conviennent de ne régler aucune réclamation avant que l'autre partie n'ait d'abord approuvé le règlement par écrit. 3. L'entrepreneur n'a aucune obligation concernant les réclamations qui sont présentées seulement parce que : (a) le Canada a modifié les travaux ou une partie des travaux sans se conformer à l'une des exigences du		L'entrepreneur est responsable de tout dommage causé par l'entrepreneur, ses employés, ses sous-traitants ou ses agents au Canada ou à tout tiers. Le Canada est responsable de tout dommage causé par lui-même, ses employés, ses agents à l'entrepreneur ou à tout tiers. Les parties conviennent qu'aucune disposition relative à la limitation de la responsabilité ou à des indemnités ne s'applique au contrat à moins d'être reproduite entièrement dans les articles de convention. Les dommages comprennent les blessures causées à des personnes (y compris les blessures entraînant le décès) ou la perte ou l'endommagement de biens (y compris les			And the state of t					
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contrat; ou (b) le Canada a utilisé les travaux ou une partie des travaux avec un produit qui n'a pas été fourni par l'entrepreneur en vertu du contrat (à moins que l'utilisation ne soit décrite dans le contrat		réclamations qui sont présentées seulement parce que : (a) le Canada a modifié les travaux ou une partie des travaux sans le consentement de l'entrepreneur ou il a utilisé les travaux ou une partie des travaux sans se conformer à l'une des exigences du contrat; ou (b) le Canada a utilisé les travaux ou une partie des travaux avec un produit qui n'a pas été fourni par l'entrepreneur en vertu du								



Gouvernement du Canada

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	ou dans les spécifications du fabricant); ou (c) l'entrepreneur a utilisé de l'équipement, des dessins, des spécifications ou d'autres renseignements qui lui ont été fournis par le Canada (ou par une personne autorisée par le Canada); ou (d) l'entrepreneur a utilisé un élément particulier de l'équipement ou du logiciel qu'il a obtenu grâce aux instructions								
	précises de l'autorité contractante; cependant, cette exception s'applique uniquement si l'entrepreneur a inclus la présente déclaration dans son contrat avec le fournisseur de cet équipement ou de ce logiciel : " [Nom du fournisseur] reconnaît que les éléments achetés seront utilisés par le gouvernement du Canada. Si une tierce partie prétend que cet équipement ou ce logiciel fourni								
	en vertu du contrat enfreint les droits de propriété intellectuelle, [nom du fournisseur], à la demande de [nom de l'entrepreneur] ou du Canada, défendra à ses propres frais, tant [nom de l'entrepreneur] que le Canada contre cette réclamation et paiera tous les coûts, dommages et frais juridiques connexes ". L'entrepreneur est responsable d'obtenir cette garantie du								
	fournisseur, faute de quoi l'entrepreneur sera responsable de la réclamation envers le Canada. 4. Si quelqu'un allègue qu'en raison de l'exécution des travaux, l'entrepreneur ou le Canada enfreint ses droits de propriété					·		-	,
	intellectuelle, l'entrepreneur doit adopter immédiatement l'un des moyens suivants : (a) prendre les mesures nécessaires pour permettre au Canada de continuer à utiliser la partie des travaux censément enfreinte; ou (b) modifier ou remplacer les travaux afin d'éviter de porter atteinte aux droits de propriété intellectuelle, tout en veillant à ce que les travaux respectent toujours les exigences du contrat;	-							
I I	(c) reprendre les travaux et rembourser toute partie du prix contractuel que le Canada a déjà versée. Si l'entrepreneur détermine qu'aucun de ces moyens ne peut être raisonnablement mis en #uvre, ou s'il ne prend pas l'un de ces moyens dans un délai raisonnable, le Canada peut choisir d'obliger l'entrepreneur à adopter la mesure c), ou d'adopter toute autre mesure nécessaire en vue d'obtenir le droit d'utiliser la ou les parties des travaux censément enfreinte(s), auquel cas l'entrepreneur doit rembourser au Canada tous les frais que celui-ci a engagés pour obtenir ce droit.					·		***	
1	ANNEXE A - ÉNONCÉ DES TRAVAUX (EDT)	-							
I	1. TITRE Dotation des postes de direction et Services d'évaluation du leadership								
í	2. OBJECTIFS Effectuer une évaluation du leadership et fournir des services de								



Gouvernement du Canada

dotation pour plusieurs postes de direction clés au sein de la Direction générale des ressources humaines		Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val, Limit Taux/Val, limite	GST% %TPS	GST Total Total TPS	Total
A la suite des départs récents et en vue des départs à la retraite à venir, bon nombre de postes ciés au sein de la DGRH sont vacants ou vont l'être prochainement. Il est impératif que ces postes ou vont l'être prochainement. Il est impératif que ces postes ou vont l'être prochainement. Il est impératif que ces postes ou vont l'être prochainement. Il est impératif que ces postes ou vont l'europe de la dispondition avec le DC de la Direction générale des ressources humaines. 4. PORTÉE A) Identifier les processus de dotation au sein des autres organisations pour lesquels des bassins de candidats ont été créés, et communiquer avec ces ministères pour déterniner la disponibilité des candidats de ces bassins. Intérêt et leur disponibilité. C) Élaborer une liste finale de candidats. D) Consulter le DE au sujet des exigences essentielles et développer des outils d'évaluation. décisions de dotation soit élaborée conformément à la Loi sur l'emploi dans la fonction publique (EEFP) et au Règlement sur l'emploi dans la fonction publique (EEFP). 5. TÂCHES / SERVICES DÉTAILLÉS A) La recherche préliminaire et l'analyse de la disponibilité des reserves de candidats et/ou candidates pour des postes particuliers particuliers particuliers particuliers particuliers particuliers candidates de candidats et/ou candidates pour des postes particuliers condidates pré-qualifiées C) Les négociations avec les candidats et/ou candidates pour candidates avent la nomination E) Prise de réferences structurés afin d'obtenir des références de candidats et/ou candidates structurés afin de valider le cheminement de cardiers et l'analyse de la candidates et/ou candidates et/ou candidates surait la nomination E) Prise de réferences structurés afin de valider le cheminement de cardiers et l'analyse de les écarts Contestation du résultat du processule des élection, en cas de contestation du résultat du processule des élections en conformité avec les actes et réglements redatifs aux dotations.	•	dotation pour plusieurs postes de direction clés au sein de la Direction générale des ressources humaines							-	
A) Identifier les processus de dotation au sein des autres organisations pour lesguels des bassins de candidats on tété créés, et communiquer avec ces ministères pour déterminer la disponibilité des candidats de ces bassins. B) Communiquer avec les personnes identifiées pour vérifier leur interêt et leur disponibilité. Communiquer avec les personnes identifiées pour vérifier leur interêt et leur disponibilité. Consulter le DG au sujet des exigences essentielles et développer des outils d'évaluation. E) Veiller à ce que toute la documentation à l'appui des décisions de dotation soit élaborée conformément à la Loi sur l'emploi dans la fonction publique (REFF) et au Réglement sur l'emploi dans la fonction publique (REFF). 5. TÂCHES / SERVICES DÉTAILLÉS A) La recherche préliminaire et l'analyse de la disponibilité des réserves de candidats et/ou candidates pour des postes particuliers B) Le recrutement et l'examen préliminaire des candidats et/ou candidates pré-qualifiées C) Les négociations avec les candidats et/ou candidates pré-qualifiées C) Les négociations avec les candidats et/ou candidates pré-qualifiées C) Les négociations avec les candidats et/ou candidates pré-qualifiées C) Les négociations avec les candidats et/ou candidates et/ou candidates pré-qualifiées C) Les négociations avec les candidates et/ou candidates pré-qualifiées C) Les négociations avec les candidates et/ou ca		À la suite des départs récents et en vue des départs à la retraite à venir, bon nombre de postes clés au sein de la DGRH sont vacants ou vont l'être prochainement. Il est impératif que ces postes soient dotés rapidement et, par conséquent, les services d'un consultant externe sont requis pour effectuer ce travail en collaboration avec le DG de la Direction générale des ressources							·	
A) La recherche préliminaire et l'analyse de la disponibilité des réserves de candidats et/ou candidates pour des postes B) Le recrutement et l'examen préliminaire des candidats et/ou candidates potentiels afin de créer une liste des candidats ou candidates pré-qualifiées C) Les négociations avec les candidats et/ou candidates potentiels, au besoin D) L'élaboration d'un questionnaire afin d'obtenir des références de candidates et/ou candidates avant la nomination E) Prise de références structurés afin de valider le cheminement de carrière, l'historique de rendement antérieur, les compétences, les habiletés démontrés et s'il y a lieu les écarts F) Du soutien aux membres du comité de sélection, en cas de contestation du résultat du processus de sélection G) La préparation des dossiers de dotation en conformité avec les actes et règlements relatifs aux dotations. 6. PRODUITS LIVRABLES ET CRITÈRES D'ACCEPTATION		A) Identifier les processus de dotation au sein des autres organisations pour lesquels des bassins de candidats ont été créés, et communiquer avec ces ministères pour déterminer la disponibilité des candidats de ces bassins. B) Communiquer avec les personnes identifiées pour vérifier leur intérêt et leur disponibilité. C) Élaborer une liste finale de candidats. D) Consulter le DG au sujet des exigences essentielles et développer des outils d'évaluation. E) Veiller à ce que toute la documentation à l'appui des décisions de dotation soit élaborée conformément à la Loi sur								
G) La préparation des dossiers de dotation en conformité avec les actes et règlements relatifs aux dotations. 6. PRODUITS LIVRABLES ET CRITÈRES D'ACCEPTATION		A) La recherche préliminaire et l'analyse de la disponibilité des réserves de candidats et/ou candidates pour des postes particuliers B) Le recrutement et l'examen préliminaire des candidats et/ou candidates potentiels afin de créer une liste des candidats ou candidates pré-qualifiées C) Les négociations avec les candidats et/ou candidates potentiels, au besoin D) L'élaboration d'un questionnaire afin d'obtenir des références de candidats et/ou candidates avant la nomination E) Prise de références structurés afin de valider le cheminement de carrière, l'historique de rendement antérieur, les compétences, les habiletés démontrés et s'il y a lieu les écarts F) Du soutien aux membres du comité de sélection, en cas de contestation du résultat du processus de sélection								
		G) La préparation des dossiers de dotation en conformité avec les actes et règlements relatifs aux dotations.							,	

Gouvernement du Canada

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

	Allangen		approvisionnem	CILLICIGUI GUX IIIV	ILGUVIIS & SU	rumasionner et a	ux conti	als	
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	chargé de chaque processus individuel, et des échéances pour chacun d'eux seront fixées avec le DG de la Direction générale des ressources humaines.			-					
	L'entrepreneur fournira ce qui suit au DG: - une liste finale des candidats potentiels qui satisfont à l'ensemble des critères/compétences convenus découlant des consultations menées auprès des autres ministères, des examens des					·			
Annual de la constante de la c	- un modèle d'outil d'évaluation qui satisfait aux exigences des nouvelles compétences clés en leadership; - un questionnaire de référence provisoire, aux fins d'approbation;				100				
	 des questionnaires de référence remplis en fonction des résultats des contacts pris avec les références fournies par les candidats; du soutien pour le processus d'entrevue; la documentation requise à l'appui des décisions de dotation prises pour le dossier de nomination. 			,	e e e e e e e e e e e e e e e e e e e			·	
	ANNEXE B - Liste de vérification des exigences relatives à la sécurité (voir pièce-jointe)								
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	· Your	offer is accepted to the	You are requested to supply		,							
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for No - No du Fournisseur Fax No	- No. de Télécopie	d specified horein offre est acceptée nur il ons exposées dans les	as indicated herein. Nous vous demandons de	Prière d	he signed copy forthwith, e retourner invindiblement							
	Yoke	al specified horein office est acceptée nus il ons exposées dans fes	as indicated herein.	Prière de une cop	he signed capy forthwith, e retourner immédialement, le dument signée,							

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	CONTRACT CLAUSES								
	The present Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area {CLCSA}.								
	The following clauses and conditions apply to and form part of the present contract:								
	1 Security Requirements								
	The following security requirements (SRCL and related clauses) apply and form part of the Contract.								
	1.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#2								
	1.The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).					•			
ļ	2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.								The speciment of the sp
	3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.			. ;	:	: 			
	4. The Contractor/Offeror must comply with the provisions of the:	•						•	
	a.Security Requirements Check List, attached at Annex A; b.Industrial Security Manual (Latest Edition).							•	
İ	2 Statement of Work							٠	
	This Contract is being issued for the requirement of Professional Services of one (1) Organizational Development Consultant-level 3 for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements below the NAFTA threshold (including taxes, travel and living, amendments, etc.).	-							
	The work to be performed is detailed under Annex "A" Statement of Work.							٠,	
	3 Standard Clauses and Conditions							- ,	
	All clauses and conditions identified in the Contract by number,								
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	date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisiti on-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.	.,	_						
	3.1 General Conditions								
	2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.			The state of the s				The Artistation of the Control of th	
	4 Term of Contract								
	4.1 Period of the Contract								
	The Work is to be performed during the period of Contract award to September 28,2015.								
	5 Authorities '		· .		· ·				
	5.1 Contracting Authority								
	The Contracting Authority for the Contract is:								
	Contact Name: Traian Coconetu Telephone: 613-301-9709 . E-mail address: traian.coconetu@justice.gc.ca					٠			
and a control was a	Department Name and Address: Justice Canada 284 Wellington Street Ottawa, Ontario KlA OH8 Canada								
	The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.			The state of the s			Anna and a second		
	5.2 Project Authority								
	The Project Authority for the Contract is:							***************************************	
	Contact Name: Claire Farid Telephone: (613) 946-3477 E-mail address: claire.farid@justice.gc.ca			The state of the s				NAME AND ADDRESS OF THE PROPERTY OF THE PROPER	
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	Department Name and Address: Justice Canada 360 Albert Street Ottawa, Ontario KlA 0H8 Canada					-			
	The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.								
	5.3 Contractor's Representative								
	The Contractor's Representative for the Contract is:								ŀ
	Contact Name: Telephone: (613) 230-5350 : E-mail address: Paltisprofessional.com								
	Organisation Name and Address: Altis Professional Recruitement 102 Bank Street, 4th floor Ottawa, Ontario K1P 5N4 Canada					-		4	-
	6 Payment								
	6.1 Basis of Payment- Firm Unit Price]				
	In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below. Customs duties are included and Applicable Taxes are extra.	;							
1	Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.						:.		
	6.2 Basis of Payment- Professional Fees				1				
1	Resource 1: Per Diem Rate: Level of Effort: up to a maximum of days					-	1		
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	Resource 2: Per Diem Rate. Level of Effort: up to a maximum of days.								
	For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be provated to reflect the actual time worked	·							
	6.3 Authorized Travel and Living Expenses							•	
	Canada will not pay any travel or living expenses associated with performing the Work.								
	6.4 Limitation of Expenditure					4.			
1	 Canada's total liability to the Contractor under the Contract must not exceed \$ 21,802.50. Customs duties are include and Applicable Taxes are extra. 		,						
	2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.	·			·				
	The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum: a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.								
	3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.								
***************************************	7 Method of Payment								
	7.1 Terms of Payment-Single Payment								
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	Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:								·
	a.an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;								
	b.all such documents have been verified by Canada;								
	c.the Work delivered has been accepted by Canada.		·				ŀ		
	7.2 Payment by Direct Deposit								
	Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-09-25), General Conditions - Higher Complexity - Goods forming part of this Contract.								
	To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.								
	It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20-Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.								
	8 Accounts and Audit								1
	1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.				•				
	2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual								
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performing any part of the Work.								
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.								
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.			-					
9 Time Verification								
Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.								
10 Invoicing Instructions				I				
The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.			The state of the s	**************************************				
Each invoice must be supported by: a. A copy of time sheets to support the time claimed	- 1							
Invoices must be distributed as follows: a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.		-						
11 No Responsibility to Pay for Work not performed due to Closure of Government Offices	-							1
(a) Where the Contractor, its employees, subcontractors, or agents		i.						
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	are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.								
	(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.								
	12 .Certifications Compliance								
	The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.				•			·	
	13 Applicable Laws								'
	The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.			-			·		
-	14 Priority of Documents								
	If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.								
	(a) the Articles of Agreement; (b) the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity); (c) Annex A, Statement of Work; (d) Annex B, Security Requirements Check List; (e) Supply Arrangement Number E60ZT-120001/150/ZT; and (f) the Contractor's bid dated August 14,2015.				-				
-	15 Translation of Documentation				1				
	The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the								
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Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.								.
16 Replacement of Specific Individuals								
1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.	HARMA PARA ACADEMIA PARA PARA PARA PARA PARA PARA PARA PA		de Marke, especiales es en un un un un un un un un un un un un un		·			٠.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:	And the state of t					and the state of t	. *	
(a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.								وكسنط سيهي
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.								
17 Liability						.		
The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party.	4	٠			•			
Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement.								
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in	mage includes any injury to persons (including injury resulting death) or loss of or damage to property (including real operty) caused as a result of or during the performance of the ntract.								
18	Intellectual Property Infringement and Royalties								
pa Wo	The Contractor represents and warrants that, to the best of s knowledge, neither it nor Canada will infringe any third rty's intellectual property rights in performing or using the rk, and that Canada will have no obligation to pay royalties of y kind to anyone in connection with the Work.								
to	If anyone makes a claim against Canada or the Contractor ncerning intellectual property infringement or royalties related the Work, that Party agrees to notify the other Party in iting immediately.								
of mu ag	anyone brings a claim against Canada, according to Department Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada thave the regulation and conduct of all litigation for or ainst Canada, but the Attorney General may request that the ntractor defend Canada against the claim.								
de da cl no	either case, the Contractor agrees to participate fully in the fence and any settlement negotiations and to pay all costs, mages and legal costs incurred or payable as a result of the aim, including the amount of any settlement. Both Parties agree t to settle any claim unless the other Party first approves the ttlement in writing.	t			-				
3. on	The Contractor has no obligation regarding claims that were ly made because:								
Co) Canada modified the Work or part of the Work without the ntractor's consent or used the Work or part of the Work without llowing a requirement of the Contract; or				ļ				
is) Canada used the Work or part of the Work with a product that e Contractor did not supply under the Contract (unless that use described in the Contract or the manufacturer's ecifications); or		- The control of the						
ot) the Contractor used equipment, drawings, specifications or the information supplied to the Contractor by Canada (or by meone authorized by Canada); or								
th.) the Contractor used a specific item of equipment or software at it obtained because of specific instructions from the ntracting Authority; however, this exception only applies if the ntractor has included the following language in its own contract								
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	with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.								
	4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or								
	(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or	To the second se	•					,	
	(c) take back the Work and refund any part of the Contract Price that Canada has already paid.								
	If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.		-				andere commerce design de septemble de la company de la co		
	LIST OF ANNEXES (See documents attached)]]		
	1) ANNEX "A"- STATEMENT OF WORK 2) ANNEX "B"- SECURITY REQUIREMENTS CHECK LIST 3) ANNEX "C" -RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM								
0	Organizational Structure/Classification	2015.07.29	2015.09.27	19278			13%	2,834.33	24,636.
	Financial Codes Amount Codage financier Montant 0130-74000-153750 -1100 21,802.50								
	The currency of this P.O. is - La devise de ce bon est : CAD								
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PHONE FAX:	S: 613-301-9709		Amendratori	X Modification		1462 360 ALBER OTTAWA ON KI CANADA	T ST 14T A OHB	H FLOOR			Direct frequency to Adverser toxons of COCO 61.3 -	MACHICA PROS.4: NETU, TRAIAN 301-9709
prices CS	minical inclinated herein by the Coroen, at prices are to excise large. The Coroes and Services Tay (CST) is its linct date in the speci estimated cost. Prices lecture (3) specified terrent desmops literal are not applicable.	encluded from unit prices, CLST a, a la pactura, parsaciono und are F.O.	nks as explicable to the unit. Si frictidene at delivery charges!	19	27858	en cons colle case chin sculos les factures, semente el cole fen compagnement, 9 6 3	YOUTH J	STICE &	S I. USTICE CAN/ EGAULT 613			· · · · · · · · · · · · · · · · · · ·
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	The following line item Les articles en caracté Amendment 001			7			;					
	This amendment is rais until December 31, 201	ed in order to e 5 without increa	extend the perio	d of contract Contract.								
İ	In order to do so,								,			
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*	Government of Canada	Gouvernement du Canada		Arranger	ment en mati	Supply Arrange ère d'approvisionneme	ement Solicitation/C ent relatif aux invita		umissionner et	aux cont	rats	
From - De	d VAIS-LEFORT, M		Date of solicitation - Date de l'in	nvitation à soumissionner		Accounting Office Code Code du bureau comptable	Ord. Off - Bur. dema		n. Ser. No - N° d		Page 1	of 10
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284	WELLINGTON ST WA ON K1A 0H8		Request for proposal	Demande de prope	osition	HUMAN RESOURCE	F JUSTICE CAN	ADA			Consignee at destination unless specified herein.	Destinataire au point de destination sauf si indiqué ci-bas.
	E: 613-952-2243		Contract . Amendment	X Contrat Modification		ATT: PASSY, 275 SPARKS STOTTAWA ON KE	T ROOM 8121	5-7476)			BEAU	emandes de rens. à : VAIS-LEFORT, M
À moins o de douain prix unitai les frais d présentes	herwise indicated herein by the Crown, all prices are to excise taxes. The Goods and Services Tax (GST) is ST is included in the total estimated cost. Prices incluringly specified herein; municipal taxes are not applicated the experiments of the experiments of the experiments of the experiments comprised as the experiments comprised as the experiments of the experiments o	de packing, packaging and are F.Cole; for provincial taxes, see the State of the St	D.B. (including all delivery charges) upply Arrangement. en monnaie canadienne, les droits TPS) n'est pas comprise dans les total estimatif. Les prix comprennent destimations indiquées dans les	Amendment NoNo. de la mo	doi être indiqué tous les connais bordereaux d'at 914758	ant dans cette case dans toutes les factures, ssements et tous les compagnement.	DEPARTMENT ATT: PASS	OURCES T OF JU Y, ZAHI S ST RO	& PROF DEVISTICE CANDA (946- OOM 8121	ADA	613-	952-2243
Le "Mi 2. The te Les co	Ainister" means the Minister of Justice Canada a nistre" désigne le Ministre de Justice Canada e mrs and Conditions set out in SSC Supply Arrangement ditions figurant dans t'Arrangement en matière d'approporées dans les présentes.	t toute autre personne désignée p int Serial No. E60ZT-120001.	our le remplacer. /841/ZT between the Vendor and							:T		
Item Article	·, · · · · · · · · · · · · · · · · · ·	Description	• • • • • • • • •	•	From - De Y-A M D-J			o. of Days • de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
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Solicitatio At - À	n closes - L'invitation à soumissionner prend fin le 00:00:00	The Vendor offer services listed he an offer to sell.	s and agrees to sell and supply to the serin and on any attached sheets at	ne Minister, upon the terms and the price(s) set out therefor. Re-	conditions set ou sponses to a requ	t herein, including the attachment lest for proposal by a potential s	nts hereto, the supplies and/ supplier will be considered a	_ Indiquer le	of manufacture/shipp lieu de fabrication ou pivent être rendus.	ing of goods d'expédition	or where service is to des biens, ou encore	o be performed. e le lieu où les
On - Le		Le fournisseur of deux, énumérés fournisseur éven	fre et convient de vendre au Ministre dans les présentes et dans toute ann tuel seront considérées comme des	e, aux conditions stipulées dans nexe aux présentes, au ou aux p offres de vente.	s les présentes et prix indiqués. Les	dans les documents ci-joints, les réponses à une demande de pr	s biens ou services, ou les roposition présentée par un		nt - Point FAB		tination	

JUS 9200-11 (07/2006)

e is to be performed. Incore le lieu où les rursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertue de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles Name and address of Vendor - Nom et adresse du fournisseur Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées) EXCELLENCE RHR CONSULTATION INC. 50 RUE DES MONTAGNAIS GATINEAU QC J9J 1G2 Total Estimated Cost Cout global estimatif CANADA \$ 21,696.00 Phone: 819-778-7946 Signature Date Telephone No. - N° de téléphone The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnait par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte. Your offer is accepted to the extent specified herein.
Votre offre est acceptée aux conditions exposées dans les You are requested to supply as indicated herein. Return the signed copy forthwith. Nous vous demandons de fournir ce qui est précisé dans les présentes. Prière de retourner immédiatement une copie dument signée. Vendor No.- No.du Fournisseur Fax No.- No. de Télécopie présentes. 819-778-3978 142633 * Title - Titre Signature



Gouvernement du Canada

verification d'organisation désignée (VOD) en vigueur délivrée par la Direction de la sécurité industrielle canadienne (DSIC) de fraveux publics et Services gouvernementaux Canada (TRSC). devant avoir accès à des établissements de travail dont l'accès est réglementé doivent TODS détenir une cots de friafiliré en viriles contrats de sobstriationne comportant des exigences relatives à la sécurité NE DOIVENT PAS être attribués sans l'autorisation écrite préslable el DSIC de FRSC. 1.4 L'entrepreneur ou l'offrant doit respecter les dispositions : a. de la liste de vérification des exigences relatives à la sécurité et directive de sécurité (s'il y a lieu), reproduite ci-joint à l'Annexe B; b. du Manuel de la sécurité (s'il y a lieu), reproduite ci-joint à l'Annexe B; b. du Manuel de la sécurité (s'il y a lieu), reproduite ci-joint à l'Annexe de conficient de suigences relatives à la sécurité et directive de sécurité (s'il y a lieu), reproduite ci-joint à l'Annexe B; b. du Manuel de la sécurité (s'il y a lieu), reproduite ci-joint à l'Annexe B; b. du Manuel de la sécurité (s'il y a lieu), reproduite ci-joint à l'Annexe B; ch conditions uniformisées de travaux qui se trouve à l'annexe "A.". 3. Clauses et conditions uniformisées d'acnat publié par Travaux publics et et on titre, sont reproduites dans le Guide des clauses et conditions uniformisées d'acnat publié par Travaux publics et services gouvernementaux Canada. 4. Conditions générales Les conditions générales Les conditions générales Les conditions générales Les conditions générales Les conditions générales Les conditions générales Les conditions générales Les conditions générales Les conditions générales Les conditions générales Les conditions générales Les conditions générales Les conditions générales Les conditions générales Les conditions générales Les travaux doivent être réalisés durant la période du 4 septembre 2015 au 31 mars 2016. 6. Responsables 6.1 Autorité contractante pour le contrat est : Mélanie Beuvais-Louse	n de	Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignalaire	No. of Days N° de jours	Fees (Val. Limit Taux(Val. limite	GST% %TPS	GST Total Total TPS	Total
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L'autorité contractante pour le contrat est : Mélanie Beauvais-Lefort Agente des contrats Ministère de la Justice Canada 284, rue Wellington Requisition No Demande Page 2 de 40		6. Responsables				,				
Mélanie Beauvais-Lefort Agente des contrats Ministère de la Justice Canada 284, rue Wellington Requisition No Demande Page 2 d. 40	ŀ	6.1 Autorité contractante								
Agente des contrats Ministère de la Justice Canada 284, rue Wellington Op-11 (07/2006) Requisition No Demande Page 2 d 40		L'autorité contractante pour le contrat est :								
00-11 forested		Agente des contrats Ministère de la Justice Canada								
	200-	1 (07/2006)			Ord Off - Birt d			série	Page 2	of 10



Gouvernement du Canada

	Description :	From - De Y-A M D-J	Á - oT L-D M A-Y	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
Té Co	ctawa (Ontario) K1A OH8 éléphone: 613-952-2243 fourriel: melanie.beauvais-lefort@justice.gc.ca 'autorité contractante est responsable de la gestion du contrat toute modification doit être autorisée, par écrit, par 'autorité contractante. L'entrepreneur ne doit pas effectuer de ravaux dépassant la portée du contrat ou des travaux qui n'y sont as prévus suite à des demandes ou des instructions verbales ou crites de toute personne autre que l'autorité contractante.								
6.	.2 Chargé de projet								
Le	e chargé de projet pour le contrat est :				,				
Di Di 27	ichel Brazeau irecteur général irection générale des ressources humaines 75, rue Sparks ttawa (Ontario) KIA OH8 éléphone: 613-941-1867 ourriel: Michel.brazeau@justice.gc.ca								* 2 1
to te	chargé de projet représente le ministère ou l'organisme pour equel les travaux sont exécutés en vertu du contrat. Il est esponsable de toutes les questions liées au contenu technique des ravaux prévus dans le contrat. On peut discuter des questions echniques avec le chargé de projet; cependant, celui-ci ne peut as autoriser les changements à apporter à l'énoncé des travaux. e tels changements peuvent être effectués uniquement au moyen 'une modification de contrat émise par l'autorité contractante.								
6.	.3 Représentant de l'entrepreneur								•
50 Ga	хсепенсе кнк consulations Inc. 0, rue des Montagnais atineau (Québec) J9J 1G2 éléphone : 819-778-7946 ourriel : @videotron.ca								·
fo pe qu	n fournissant de l'information sur son statut en tant qu'ancien onctionnaire touchant une pension en vertu de la Loi sur la ension de la fonction publique (LPFP), l'entrepreneur a accepté ue cette information soit publiée sur les sites Web des inistères, dans le cadre des rapports de divulgation proactive es marchés, et ce, conformément à l'Avis sur la Politique des archés : 2012-2 du Secrétariat du Conseil du Trésor du Canada.								
1	i de la companya de la companya de la companya de la companya de la companya de la companya de la companya de					i	i		

s.19(1) s.20(1)(c)

Government of Canada

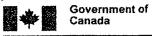
Gouvernement du Canada

7.1 hass de paiement - limitation des dépenses (2011-05-16) C0205C L'entrepreneur sera remboursé pour les coûts qu'il a raisonnablement et convenablement engagés dans l'exécution des travaux établis conformément à la base de paiement mentionnée ci-dessous, jusqu'à une limitation des dépenses de 19 200.00 S Les droits de douane sont inclus et les taxes applicables sont en sus. 7.1.1 Base de paiement - frais professionnels Ressource: Taux horsire: Heure maximum à effectuer: heures 7.2 Limitation des dépenses 1. La responsabilité totale du Canada envers l'entrepreneur en vertu du contrat ne doit pas dépasser la somme de 19 200.00 S. Les droits de douane sont inclus et les taxes applicables sont en sus. d'up prix des travaux découlant de tout changement de conception, de toute modification ou interprétation des travaux, ne sera autorisée ou payée à l'entrepreneur, à moins que ces changements de conception, modifications ou interprétations n'alent déte de conception, modifications ou interprétations n'alent déte de conception, modifications ou interprétations n'alent déte de contractions de la responsabilité totale du Canada à moins que crit, l'eutorité contractante concernant la surfisance de cette somme: a lorsque 75 p. 100 de la somme est engagée, ou b. quatre (1) entire verseur de la tele du Canada à moins que contractante concernant la surfissance de cette somme: a. lorsque 75 p. 100 de la somme est engagée, ou b. quatre (2) entire verseur l'active de cette somme: a. lorsque 75 p. 100 de la somme est engagée, ou b. quatre (3) entire verseur de la cate d'acquiration du contrat, ou contrat sont insuffisants pour l'achèvement des travaux, selon la première de ces conditions à se présenter. 3. Lorsqu'il informe l'autorité contractante que les fonds du contrat on la première de ces conditions à se présenter. 7.3 Modalités de paiement 7.3 Modalités de paiement 7.3 Paiement mensual	GST Total Total Total TPS			Fees Nal. Limit TauxVal. limite	No. of Days N° de jours	Consignee Code Code consignataire	Á-oT L-DMA-Y	From - De Y-A M D-J	Description .
raisonnablement et convenablement engagés dans l'exécution des travaux établis conformément à la base de paiment mentionnée ci-dessous, jusqu'à une limitation des dépenses de 19 200.00 \$ Les droits de douane sont inclus et les taxes applicables sont en sus. 7.1.1 Base de paiement - frais professionnels Ressource: Taux horaire: Heure maximum à effectuer: heures 7.2 Limitation des dépenses 1. La responsabilité totale du Canada envers l'entrepreneur en vertu du contrat ne doit pas dépasser la somme de 19 200.00 \$ Les droits de douane sont inclus et les taxes applicables du name de 19 200.00 \$ Les droits de douane sont inclus et les taxes applicables du name de 19 200.00 \$ Les droits de douane sont inclus et les taxes applicables du name de 19 200.00 \$ Les droits de conception, de toute modification ou interprétation des travaux, ne sera autorisée ou payée à l'entrepreneur, à moins que ces changements de conception, modifications ou interprétations n'aient ét approuvés, par écrit, par l'autorité contractante avant d'être à approuvés, par écrit, par l'autorité contractante de l'augmentation n'ait été autorisée par écrit par l'autorité contractante conceptant de la responsabilité totale du Canada à moins que l'augmentation n'ait été autorisée par écrit par l'autorité contractante concernant la suffisance de cette somme : 2									7.1 Base de paiement - limitation des dépenses (2011-05-16) C0206C
Ressource: Taux horaire: Heure maximum à effectuer: heures 7.2 Limitation des dépenses 1. La responsabilité totale du Canada envers l'entrepreneur en vertu du contrat ne doit pas dépasser la somme de 19 200.00 \$. Les droits de douane sont inclus et les taxes applicables sont en sus. 2. Aucune augmentation de la responsabilité totale du Canada ou du prix des travaux découlant de tout changement de conception, de toute modification ou interprétation des travaux, ne sera autorisée ou payée à l'entrepreneur, à moins que ces changements de conception, modifications ou interprétations n'aient été approuvés, par écrit, par l'autorité contractante avant d'être intégrés aux travaux. L'entrepreneur n'est pas tenu d'exécuter des travaux ou de fournir des services qui entraîneraient une augmentation de la responsabilité totale du Canada à moins que l'augmentation de la responsabilité totale du Canada à inclusive de la responsabilité contractante l'entrepreneur doit informer, par l'autorité contractante concernant la suffisance de cette somme: a. lorsque 75 p. 100 de la somme est engagée, ou b. quatre (4) mois avant la date d'expiration du contrat, ou c. des que l'entrepreneur juge que les fonds du contrat sont insuffisants pour l'achèvement des travaux, selon la première de ces conditions à se présenter. 3. Lorsqu'il informe l'autorité contractante que les fonds du contrat sont insuffisants, l'entrepreneur doit lui fournir par écrit une estimation des fonds additionnels requis. La présentation de cette information par l'entrepreneur n'augmente pas la responsabilité du Canada à son égard. 7.3 Modalités de paiement 7.3.1 Paiement mensuel		***************************************							raisonnablement et convenablement engagés dans l'exécution des travaux établis conformément à la base de paiement mentionnée ci-dessous, jusqu'à une limitation des dépenses de 19 200.00 \$ Les
Heure maximum à effectuer: heures 7.2 Limitation des dépenses 1. La responsabilité totale du Canada envers l'entrepreneur en vertu du contrat ne doit pas dépasser la somme de 19 200.00 \$. Les droits de douane sont inclus et les taxes applicables sont en sus. 2. Aucune augmentation de la responsabilité totale du Canada ou du prix des travaux découlant de tout changement de conception, de toute modification ou interprétation des travaux, ne sera autorisée ou payée à l'entrepreneur, à moins que ces changements de conception, modifications ou interprétations n'aient été approuvés, par écrit, par l'autorité contractante avant d'être intégrés aux travaux. L'entrepreneur n'est pas tenu d'exécuter des travaux ou de fournir des services qui entralneraient une augmentation n'ait été autorisée par écrit par l'autorité contractante avant autorité contractante. L'entrepreneur doit informer, par écrit, l'autorité contractante concernant la suffisance de cette somme : a. lorsque 75 p. 100 de la somme est engagée, ou b. quatre (4) mois avant la date d'expiration du contrat, ou c. des que l'entrepreneur jue que les fonds du contrat sont insufisantes por l'autorité contractante que les fonds du contrat sont insufisantes por l'autorité contractante que les fonds du contrat sont insufisantes por l'autorité contractante que les fonds du contrat sont insuffisantes, l'entrepreneur doit l'ui fournir par écrit une estimation des fonds additionnels requis. La présentation de cette information par l'entrepreneur n'augmente pas la responsabilité du Canada à son égard. 7.3 Modalités de paiement 7.3.1 Paiement mensuel	ļ				-				7.1.1 Base de paiement - frais professionnels
1. La responsabilité totale du Canada envers l'entrepreneur en vertu du contrat ne doit pas dépasser la somme de 19 200.00 \$. Les droits de douane sont inclus et les taxes applicables sont en sus. 2. Aucune augmentation de la responsabilité totale du Canada ou du prix des travaux découlant de tout changement de conception, de toute modification ou interprétation de travaux, ne sera autorisée ou payée à l'entrepreneur, à moins que ces changements de conception, modifications ou interprétations n'aient été approuvés, par écrit, par l'autorité contractante avant d'être intégrés aux travaux. L'entrepreneur n'est pas tenu d'exécuter des travaux ou de fournir des services qui entraîneraient une augmentation de la responsabilité totale du Canada à moins que l'augmentation n'ait été autorisée par écrit par l'autorité contractante. L'entrepreneur doit informer, par écrit, l'autorité contractante concernant la suffisance de cette somme : a. lorsque 75 p. 100 de la somme est engagée, ou b. quatre (4) mois avant la date d'expiration du contrat, ou c. dès que l'entrepreneur juge que les fonds du contrat sont insuffisants pour l'achèvement des travaux, selon la première de ces conditions à se présenter. 3. Lorsqu'il informe l'autorité contractante que les fonds du contrat sont insuffisants, l'entrepreneur doit lui fournir par écrit une estimation des fonds additionnels requis. La présentation de cette information par l'entrepreneur n'augmente pas la responsabilité du Canada à son égard. 7.3 Modalités de paiement 7.3.1 Paiement mensuel			-		-	-		-	Taux horaire :
7.3.1 Paiement mensuel									1. La responsabilité totale du Canada envers l'entrepreneur en vertu du contrat ne doit pas dépasser la somme de 19 200.00 \$. Les droits de douane sont inclus et les taxes applicables sont en sus. 2. Aucune augmentation de la responsabilité totale du Canada ou du prix des travaux découlant de tout changement de conception, de toute modification ou interprétation des travaux, ne sera autorisée ou payée à l'entrepreneur, à moins que ces changements de conception, modifications ou interprétations n'aient été approuvés, par écrit, par l'autorité contractante avant d'être intégrés aux travaux. L'entrepreneur n'est pas tenu d'exécuter des travaux ou de fournir des services qui entraîneraient une augmentation de la responsabilité totale du Canada à moins que l'augmentation n'ait été autorisée par écrit par l'autorité contractante. L'entrepreneur doit informer, par écrit, l'autorité contractante concernant la suffisance de cette somme: a. lorsque 75 p. 100 de la somme est engagée, ou b. quatre (4) mois avant la date d'expiration du contrat, ou c. dès que l'entrepreneur juge que les fonds du contrat sont insuffisants pour l'achèvement des travaux, selon la première de ces conditions à se présenter. 3. Lorsqu'il informe l'autorité contractante que les fonds du contrat sont insuffisants, l'entrepreneur doit lui fournir par écrit une estimation des fonds additionnels requis. La présentation de cette information par l'entrepreneur n'augmente
							,		•
complétés pendant le mois visé par la facture conformément aux dispositions de paiement du contrat si : Requisition No Demande Page							77.74.74		Le Canada paiera l'entrepreneur chaque mois pour les travaux complétés pendant le mois visé par la facture conformément aux dispositions de paiement du contrat si :



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de b.	une facture exacte et complète ainsi que tout autre document kigé par le contrat ont été soumis conformément aux instructions e facturation prévues au contrat; tous ces documents ont été vérifiés par le Canada; les travaux livrés ont été acceptés par le Canada.								
7.	.4. Instructions relatives à la facturation	•							
Le	es factures doivent être distribuées comme suit :								
a) su	L'original et une (1) copie doivent être envoyés à l'adresse livante pour attestation et paiement :								
Ac Mi Di 27 Ot	arole Rice gente principale, Finances et administration inistère de la Justice Canada irection générale des ressources humaines 75, rue Sparks ttawa (Ontario) K1A OH8 éléphone : 613-293-2749 burriel : carice@justice.gc.ca								
a)	4.1 Chaque demande de paiement doit comprendre les documents livants à l'appui, s'il y a lieu : Le numéro du contrat tel qu'indiqué sur la première page de ce résent document Description du travail pour la période de paiement								
7.	.5 Aucune obligation de payer pour des travaux non effectués en aison de la fermeture des bureaux du gouvernement								\$ 3.
ac as 1' si	gents ne peuvent accéder aux locaux du gouvernement où ils surrent des services en vertu du contrat en raison de 'évacuation et de la fermeture de ces bureaux, et que cette ituation les empêche de faire leur travail, le Canada n'est pas enu de payer l'entrepreneur pour les travaux qui auraient pu être ffectués sans l'évacuation ou la fermeture.								
ag d' tr	gents ne peuvent accéder aux locaux du gouvernement où ils seurent des services en vertu du contrat en raison d'une grève ou un lockout, et que cette situation les empêche de faire leur ravail, le Canada n'est pas tenu de payer l'entrepreneur pour les ravaux qui auraient pu être effectués s'il avait eu accès aux ocaux.							•	
Le	Attestations - Conformité e respect des attestations et documentation connexe fournies par 'entrepreneur avec sa soumission est une condition du contrat et		·			P. Carlot			



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n cle	Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	pourra faire l'objet d'une vérification par le Canada pendant la durée du contrat. En cas de manquement à toute déclaration de la part de l'entrepreneur, à fournir la documentation connexe ou encore si on constate que les attestations qu'il a fournies avec sa soumission comprennent de fausses déclarations, faites sciemment ou non, le Canada aura le droit de résilier le contrat pour manquement conformément aux dispositions du contrat en la matière.								
ARACIA SILILIA III. III. III. III. TAAAAAAAAAAAAAAAA	9. Lois applicables Le contrat doit être interprété et régi selon les lois en vigueur de l'Ontario et les relations entre les parties seront déterminées par ces lois. 11. Ordre de priorité des documents En cas d'incompatibilité entre le libellé des textes énumérés dans la liste, c'est le libellé du document qui apparaît en premier sur la liste qui l'emporte sur celui de tout autre document qui figure plus bas sur ladite liste. a. les articles de la convention; b. les conditions générales 2010B (2015-09-03) conditions générales - services professionnels (complexité moyenne)	,	• •						
	c. Annexe A, Énoncé des travaux; d. Annexe B, Liste de vérification des exigences relatives à la sécurité (s'il y a lieu); e. L'arrangement en matière d'approvisionnement E60ZT-120001/841/ZT f. la soumission de l'entrepreneur en date du 4 septembre 2015 10. Fondement du titre du Canada sur les droits de propriété				, manage is appear			·	
	intellectuelle Le Ministère de la Justice Canada a déterminé que tout droit de propriété intellectuelle découlant de l'exécution des travaux prévus par le contrat subséquent appartiendra au Canada, pour les motifs suivants : lorsque le matériel créé ou conçu se compose de matériel protégé par le droit d'auteur, sauf dans le cas des logiciels informatiques et de la documentation s'y rapportant.		· .				٠		
THE ANALYSIS OF THE PROPERTY O	11. Traduction de la documentation L'entrepreneur convient que le Canada peut traduire dans l'autre langue officielle toute documentation qui lui a été livrée par l'entrepreneur et qui n'appartient pas au Canada en vertu de l'article 20. L'entrepreneur reconnaît que le Canada est propriétaire de la traduction et qu'il n'a aucune obligation de fournir une traduction à l'entrepreneur. Le Canada convient que toute traduction doit comprendre tout avis de droit d'auteur et tout avis de droit de propriété qui faisait partie de l'original. Le Canada reconnaît que l'entrepreneur n'est pas responsable des erreurs techniques ou d'autres problèmes qui pourraient être causés par la traduction.						The state of the s		
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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	12. Remplacement d'individus spécifiques 1. Si des individus spécifiques sont identifiés dans le contrat pour exécuter les travaux, l'entrepreneur doit fournir les services de ces individus, sauf s'il n'est pas en mesure de le								
	faire pour des motifs indépendants de sa volonté. 2. Si l'entrepreneur n'est pas en mesure de fournir les services de tout individu spécifique identifié au contrat, l'entrepreneur doit fournir les services d'un remplaçant qui possède les		-						
	qualifications et l'expérience similaires. Le remplaçant doit satisfaire aux critères utilisés pour la sélection de l'entrepreneur et être acceptable pour le Canada. L'entrepreneur doit, le plus tôt possible, aviser l'autorité contractante du motif du remplacement de l'individu et fournir :								
	 (a) le nom du remplaçant proposé ainsi que ses qualifications et son expérience; et (b) la preuve que le remplaçant proposé possède la cote de sécurité exigée accordée par le Canada, s'il y a lieu. 			***************************************					
	L'entrepreneur ne doit en aucun cas permettre que les travaux soient exécutés par des remplaçants non autorisés. L'autorité contractante peut ordonner qu'un remplaçant cesse d'exécuter les travaux. L'entrepreneur doit alors se conformer sans délai à cet ordre et retenir les services d'un autre remplaçant conformément au paragraphe 2. Le fait que l'autorité contractante n'ordonne pas qu'un remplaçant cesse d'exécuter les travaux n'a pas pour effet de relever l'entrepreneur de son obligation de satisfaire aux exigences du contrat								
	13. Droit de propriété 1. Sauf disposition contraire dans le contrat, le droit de propriété sur les travaux ou toute partie des travaux appartient au Canada dès leur livraison et leur acceptation par ou pour le compte du Canada.				e contraction of the contraction				**************************************
	2. Toutefois lorsqu'un paiement est effectué à l'entrepreneur à l'égard des travaux, notamment au moyen de paiements progressifs ou d'étape, le droit de propriété relié aux travaux ainsi payés est transféré au Canada au moment du paiement. Ce transfert du droit de propriété ne constitue pas l'acceptation des travaux ou de toute partie des travaux par le Canada ni ne relève l'entrepreneur de son obligation d'exécuter les travaux							TETRICATE TO THE TETRICATE THE TETRICATE THE TETRICATE TO THE TETRICATE TO THE TETRICATE TH	
	conformément au contrat. 3. Malgré tout transfert du droit de propriété, l'entrepreneur est responsable de toute perte ou endommagement des travaux ou toute partie des travaux jusqu'à la livraison au Canada conformément au contrat. Même après la livraison, l'entrepreneur demeure responsable de toute perte ou endommagement causé par				-		***************************************		,·
	l'entrepreneur ou tout sous-traitant. 4. Lorsque le droit de propriété sur les travaux ou une partie des travaux est transféré au Canada, l'entrepreneur doit établir, à la demande du Canada, que ce titre est libre et quitte de tout privilège, réclamation, charge, sûreté ou servitude et signer les			-					
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	Description		From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nat. Limit Taux/Vat. limite	GST% %TPS	GST Total Total TPS	Total
	actes de transfert s'y rapportant et les autres documents nécessaires pour parfaire le titre qu'exige le Canada.									,
	14. Responsabilité									
	L'entrepreneur est responsable de tout dommage causé par l'entrepreneur, ses employés, ses sous-traitants ou ses agen Canada ou à tout tiers. Le Canada est responsable de tout do causé par lui-même, ses employés, ses agents à l'entrepreneut tout tiers. Les parties conviennent qu'aucune disposition re à la limitation de la responsabilité ou à des indemnités ne s'applique au contrat à moins d'être reproduite entièrement les articles de convention. Les dommages comprennent les ble causées à des personnes (y compris les blessures entraînant décès) ou la perte ou l'endommagement de biens (y compris le biens immobiliers) causés par ou durant l'exécution du contr	dans elsures le								
	15. Atteinte aux droits de propriété intellectuelle et redev 1. L'entrepreneur déclare et garantit qu'au meilleur de sa connaissance, ni lui ni le Canada ne portera atteinte aux dr de propriété intellectuelle d'un tiers dans le cadre de l'exécution ou de l'utilisation des travaux, et que le Canada n'aura aucune obligation de verser quelque redevance que ce quiconque en ce qui touche les travaux. 2. Si quelqu'un présente une réclamation contre le Canada l'entrepreneur pour atteinte aux droits de propriété intellectuelle ou pour des redevances en ce qui touche les travaux, cette partie convient d'aviser immédiatement l'autr partie par écrit. En cas de réclamation contre le Canada, le procureur général du Canada, en vertu de la Loi sur le minis	coits da soit à ou ce								
	de la Justice, L.R., 1985, ch. J-2, sera chargé des intérêts Canada dans tout litige où le Canada est partie, mais il peu demander à l'entrepreneur de défendre le Canada contre la réclamation. Dans l'un ou l'autre des cas, l'entrepreneur co de participer pleinement à la défense et à la négociation d'règlement, et de payer tous les coûts, dommages et frais juridiques engagés ou payables à la suite de la réclamation, compris le montant du règlement. Les deux parties conviennen ne régler aucune réclamation avant que l'autre partie n'ait d'abord approuvé le règlement par écrit. 3. L'entrepreneur n'a aucune obligation concernant les réclamations qui sont présentées seulement parce que :	onvient un								
	(a) le Canada a modifié les travaux ou une partie des trava le consentement de l'entrepreneur ou il a utilisé les travau une partie des travaux sans se conformer à l'une des exigence	x ou								
1	contrat; ou (b) le Canada a utilisé les travaux ou une partie des trava un produit qui n'a pas été fourni par l'entrepreneur en vert contrat (à moins que l'utilisation ne soit décrite dans le c ou dans les spécifications du fabricant); ou	tu du l								
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(c) l'entrepreneur a utilisé de l'équipement, des dessins, des spécifications ou d'autres renseignements qui lui ont été fournis par le Canada (ou par une personne autorisée par le Canada); ou (d) l'entrepreneur a utilisé un élément particulier de l'équipement ou du logiciel qu'il a obtenu grâce aux instructions précises de l'autorité contractante; cependant, cette exception s'applique uniquement si l'entrepreneur a inclus la présente					,	-		
 déclaration dans son contrat avec le fournisseur de cet équipement ou de ce logiciel : " [Nom du fournisseur] reconnaît que les éléments achetés seront utilisés par le gouvernement du Canada. Si une tierce partie prétend que cet équipement ou ce logiciel fourni en vertu du contrat enfreint les droits de propriété								-
intellectuelle, [nom du fournisseur], à la demande de [nom de l'entrepreneur] ou du Canada, défendra à ses propres frais, tant [nom de l'entrepreneur] que le Canada contre cette réclamation et paiera tous les coûts, dommages et frais juridiques connexes ". L'entrepreneur est responsable d'obtenir cette garantie du fournisseur, faute de quoi l'entrepreneur sera responsable de la réclamation envers le Canada.								
4. Si quelqu'un allègue qu'en raison de l'exécution des travaux, l'entrepreneur ou le Canada enfreint ses droits de propriété intellectuelle, l'entrepreneur doit adopter immédiatement l'un des movens suivants :							-	
(a) prendre les mesures nécessaires pour permettre au Canada de continuer à utiliser la partie des travaux censément enfreinte; ou (b) modifier ou remplacer les travaux afin d'éviter de porter atteinte aux droits de propriété intellectuelle, tout en veillant à ce que les travaux respectent toujours les exigences du contrat; ou	:							
(c) reprendre les travaux et rembourser toute partie du prix contractuel que le Canada a déjà versée. Si l'entrepreneur détermine qu'aucun de ces moyens ne peut être raisonnablement mis en #uvre, ou s'il ne prend pas l'un de ces moyens dans un délai raisonnable, le Canada peut choisir d'obliger l'entrepreneur à adopter la mesure c), ou d'adopter toute autre mesure nécessaire en vue d'obtenir le droit d'utiliser la ou les parties des travaux censément enfreinte(s), auquel cas l'entrepreneur doit rembourser au Canada tous les frais que		-			·			
celui-cì a engagés pour obtenir ce droit.				-				
ANNEX A - ÉNONCÉ DES TRAVAUX (EDT) 1. INTRODUCTION La direction générale des ressources humaines de Justice Canada requiert les services d'un consultant chevronné dans le domaine de la gestion des ressources humaines stratégiques et opérationnelles pour fournir d'avis et conseils pour le directeur général et son équipe de gestion.				The state of the s				
2. MANDAT ET EXIGENCES				-				

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item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	La direction générale des ressources humaines offre des services stratégiques et opérationnels au sous-ministre de Justice Canada et aux membres du comité exécutif du ministère pour l'ensemble des opérations ministérielles.				-				
	2.1. EXIGENCES Le DG RH a un besoin immédiat d'un consultant chevronné bilingue ayant des compétences qui combinent une connaissance et expérience approfondie de la gestion des ressources humaines.								
	Le consultant assistera le DG RH et son équipe de gestion pour fournir des avis et conseils dans la résolution de dossiers stratégiques et opérationnels, dans l'établissement d'une culture organisationnelle axée sur le service et l'amélioration de la performance organisationnelle afin d'atteindre les résultats de la direction générale des ressources humaines afin de desservir à la fois le quartier général et les bureaux régionaux d'une façon cohérente et offrant des services de même qualité pour l'ensemble des clients.				-				
	3. CONTENU DU TRAVAIL Le travail aura pour objet: 1. La prestation d'avis et conseils stratégiques et opérationnels en matière de gestion des ressources humaines. 2. La prestation d'avis et conseils en matière de gestion de la direction générale des ressources humaines. 3. La prestation d'avis et conseils ainsi que la facilitation de retraite ou comité de gestion.							-	
	4. LIEU DE TRAVAIL Le travail se fera principalement à Ottawa, Ontario.								
	5. LANGUE DE TRAVAIL Le consultant devra fournir les services dans les deux langues officielles auprès du DG RH et de son équipe de gestion. Les documents pourront être fournis soit en français et/ ou en anglais.								
	ANNEX B - Liste de vérification des exigences relatives à la sécurité (voir pièce-jointe)								
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Phone	e: 613-563-2579		menin, zoniće naz	You are requested to supply as indicated herein, thous your demanders do	1 Pribe	en de re	raigned copy furnisms.	r c		contract. a pris conneisser	nca du piés	Stall Colories of the State	··················/	
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Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.

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Supply Arrangement Solicitation/Contract

Signature

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	E: 613-952-22	43		Contract			2	84 WELLINGTO	ON STREET		,	Ì	Direct inquiries to: Adresser toutes de	emandes de rens. à :
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	1. Security	Requirement												
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On - Le			Le fournisseur offre deux, énumérés dar fournisseur éventue	et convient de vendre au M ns les présentes et dans tou I seront considérées comme	inistre, aux conditions stipulées dans te annexe aux présentes, au ou aux des offres de vente.	s les présentes prix indiqués, l	et dans le Les répon	es documents cí-joints, le ses à une demande de pr	s biens ou services, ou roposition présentée pa	les run F.O.B. F	Point - Point FAB		tination	
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Phone	e: 613-563-25	19	Your offer is extent speci	Signature accepted to the	You are requested to supply as indicated herein.	Dob.	rn the si~	1	The Vendor hereby acc	epts/acknowledg	-	ce du prése	· · · · · · · · · · · · · · · · · · ·	7
Vendor No	1	ex No No. de Télécopie 613-563-2579		est acceptée sux xposées dans les	Nous vous demandons de fournir ce qui est précisé dans les présentes.	Priên	e de retou	ned copy forthwith. Irner immédialement lent signée.	L .	Signature			•	· Titre



Gouvernement du Canada

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hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). 2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(smust EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC. 3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(smuster)	s)							
and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction. 4. Subcontracts which contain security requirements are NOT to awarded without the prior written permission of CISD/PWGSC. 5. The Contractor/Offeror must comply with the provisions of the a. Security Requirements Check List b. Industrial Security Manual (Latest Edition).	de	and the second s						
2. Statement of Work This bid solicitation is being issued for the requirement of Professional Services of two (2) ERP Functional Analyst - Senior for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.		- second control of the second control of th					·	
3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses ar Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisit on-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.	1	T T I T I T I T I T I T I T I T I T I T						
4.General Conditions 2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.								***************************************
5. Term of Contract								
5.1 Period of the Contract								
The Work is to be performed during the period of November 4th, 2015 to March 31, 2016.								
6. Authorities								
6.1 Contracting Authority				-				
The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort Contracting and Materiel Officer								

Gouvernement du Canada

Department of Justice Canada 284 Wellington Street - EMB Room 1257 Ottawa, ON K1A OHB Telephone: 613-952-2243 E-mail address: melanie.beauvais-lefort@justice.gc.ca The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority. 6.2 Project Authority The Project Authority for the Contract is: Claudie Besner Manager Finance and Planning Branch Department of Justice Canada 284 Wellington Street Ottawa, Ontario K1A OHB Telephone: 613-290-0181 E-mail address: claudie.besner@justice.gc.ca The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work Can only be made through a contract amendment issued by the Contracting Authority. 6.3 Contractor's Representative Cache Consulting 1502-275 Slater Street Ottawa, Ontario KIP 5H9 Telephone: 613-563-2579 Email: @cacheconsulting.ca	To-À	Consignee Code	No. of Days	Fees Nal. Limit	GST%	GST Total	
284 Wellington Street - EMB Room 1257 Ottawa, ON KIA OHB Telephone: 613-952-2243 E-mail address: melanie.beauvais-lefort@justice.gc.ca The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority. 6.2 Project Authority The Project Authority for the Contract is: Claudie Besner Manager Finance and Planning Branch Department of Justice Canada 284 Wellington Street Ottawa, Ontario KIA OHB Telephone: 613-290-0181 E-mail address: claudie.besner@justice.gc.ca The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority. 6.3 Contractor's Representative Cache Consulting 1502-275 Slater Street Ottawa, Ontario KIP 5H9 Telephone: 613-563-2579	Y-A M D-J	Code consignataire	N° de jours	Taux/Val. limite	%TPS	Total TPS	Total
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agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority. 6.3 Contractor's Representative Cache Consulting 1502-275 Slater Street Ottawa, Ontario KIP 5H9 Telephone: 613-563-2579						·	
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1502-275 Slater Street Ottawa, Ontario KIP 5H9 Telephone: 613-563-2579						•	
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7. Payment			***************************************				
7.1 Basis of Payment - Limitation of Expenditure			**************************************				
7.1.1 Basis of Pavment - Professional Fees Resources:							

Gouvernement du Canada

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	7.2 Limitation of Expenditure								
	1. Canada's total liability to the Contractor under the Contract must not exceed \$22,117.50. Customs duties are included and Applicable Taxes are extra.								,
	2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:								
	a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.			-	-				
***************************************	3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.				The state of the s				
	7.3 Method of Payment - Multiple Payments Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if: a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work delivered has been accepted by Canada.								
	7.4 Payment by Direct Deposit		•						
	Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.				mer even even even even even even even ev				
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must Recip The intent http It is information Recip date to date to date To dat	complete or amend a direct deposit registration, the Contractor complete and submit to the Contracting Authority the pient Electronic Payment Registration Request Form at Annex C. form can also be obtained from the Department of Justice at a c.//www.justice.gc.ca/eng/contact/enrol-inscri.html. The sole responsibility of the Contractor to ensure that the remation and account number submitted to Canada via their coient Electronic Payment Registration Request Form is up to a coient Electronic Payment Registration within the Recipient Eronic Payment Registration Request Form not be accurate or up ate, the provisions identified herein under Article 20-ent Period and Article 21 - Interest on Overdue Accounts, set in General Conditions 102 (2013-10-15) - Medium to High Lexity - Services) forming part of this Contract will not a contract and the Contractor corrects the matter. Discretionary Audit Following are subject to government audit before or after and is made:					
information Recipulate Company	rmation and account number submitted to Canada via their prient Electronic Payment Registration Request Form is up to Should the Contractor's information within the Recipient Eronic Payment Registration Request Form not be accurate or up ate, the provisions identified herein under Article 20-cent Period and Article 21 - Interest on Overdue Accounts, set in General Conditions 102 (2013-10-15) - Medium to High Lexity - Services) forming part of this Contract will not y, until the Contractor corrects the matter. Discretionary Audit following are subject to government audit before or after ent is made:					
The paymon a) The according to the time	following are subject to government audit before or after ent is made:					
a) The according to the contract of the contra	ent is made:		1	(į l	1
accord b) The c) The time						
The rearries of according to the rearries of	The amount claimed under the Contract, as computed in chance with the Basis of Payment, including time charged. The accuracy of the Contractor's time recording system. The estimated amount of profit in any firm-priced element, firm rate, firm overhead rate, or firm salary multiplier, for the Contractor has provided the appropriate certification. Ourpose of the audit is to determine whether the actual profit ed on a single contract if only one exists, or the aggregate citial profit earned by the Contractor on a series of ciated contracts containing one or more of the prices, time for multipliers mentioned above, during a particular period cited, is fair and reasonable based on the estimated amount of the included in earlier price or rate certification(s). d) firm-priced element, firm time rate, firm overhead rate, or salary multiplier for which the Contractor has provided a favoured customer certification. The purpose of such audit determine whether the Contractor has charged anyone else, and determine whether the Contractor has charged anyone else, and determine whether the Contractor has charged anyone else, and contractor's most favoured customer, lower prices, or multipliers, for like quality and quantity of goods or coes. Sayments made pending completion of the audit must be regarded any overpayment, the Contractor must repay Canada the amount it to be in excess.					



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7.6 Time Verification								
Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.								·
8. Invoicing Instructions The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.				-				
Each invoice must be supported by: a. A copy of time sheets to support the time claimed				400				
Invoices must be distributed as follows: a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.							:	
8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices				And the second section of the second section of the second section of the second section of the second section of the second section of the second section of the second section of the second second section of the second				
(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.								
(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.				THE PROPERTY OF THE PROPERTY O				
9. Certifications - Compliance The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.								·
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10. Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.								
11. Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.			-			e de la companya de l		
a. the Articles of Agreement; b. the general conditions (2015-09-03) 2010B General Conditions - Professional Services (Medium Complexity) c. Annex A, Statement of Work; d. Supply Arrangement Number E60ZT-120001/332/ZT e. The Contractor's bid				To a proper section of the section o				
12 Basis for Canada's Ownership of Intellectual Property The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: - where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.					·			
13. Translation of Documentation The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.								
14. Replacement of Specific Individuals 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:					The state of the s			



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em ticle	Description	From - De Y-A M D-J	To - Å L-G M A-Y	Consignee Code Code consignataire	No, of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	(a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable. 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.								
	15. Ownership 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada. 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract. 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor. 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.								
	16. Liability The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.								
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17. Intellectual Property Infringement and Royalties 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties any kind to anyone in connection with the Work. 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct all litigation for or against Canada, but the Attorney General request that the Contractor defend Canada against the claim. In								
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request that the Contractor defend Canada against the claim. In	mav			1 1				
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either case, the Contractor agrees to participate fully in the								ļ
defence and any settlement negotiations and to pay all costs,	1							.]
damages and legal costs incurred or payable as a result of the				1 1	•		•	
claim, including the amount of any settlement. Both Parties agr	ee							
not to settle any claim unless the other Party first approves t	:he	-		1	,			
settlement in writing.				1				,
3. The Contractor has no obligation regarding claims that were	e							
only made because: (a) Canada modified the Work or part of the Work without the					,			
Contractor's consent or used the Work or part of the Work without the	111+		·		,			
following a requirement of the Contract; or				1	,			1
(b) Canada used the Work or part of the Work with a product the	at				!			
the Contractor did not supply under the Contract (unless that us	se	•	-		,			
is described in the Contract or the manufacturer's					1		•	
specifications); or		-		, l	,			
(c) the Contractor used equipment, drawings, specifications or				,				
other information supplied to the Contractor by Canada (or by				. 1				, i
someone authorized by Canada); or		-			!			
(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the	re							
Contracting Authority; however, this exception only applies if	the			i				
Contractor has included the following language in its own contra	act							
with the supplier of that equipment or software: "[Supplier name	el			. 1				
acknowledges that the purchased items will be used by the								
Government of Canada. If a third party claims that equipment or				. 1	1	1	•	
software supplied under this contract infringes any intellectual	.1 1				ì	i		
property right, [supplier name], if requested to do so by either	r					()		
[Contractor name] or Canada, will defend both [Contractor name]				1	ļ			
and Canada against that claim at its own expense and will pay a	71			. 1				İ
costs, damages and legal fees payable as a result of that	ha .					ı I		
infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do	116]	ĺ	ı			
it will be responsible to Canada for the claim.	30,			1				
4. If anyone claims that, as a result of the Work, the Contract	ctor							
or Canada is infringing its intellectual property rights, the					}			
Contractor must immediately do one of the following:					1			1
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	(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.								
	ANNEX A - STATEMENT OF WORK			11 11 11 11 11 11 11 11 11 11 11 11 11					
	1. Title ERP Functional Analysts Level 3 - Funds Management Module (SAP)								
	2. OBJECTIVE Assessment, redesign and configuration of FM Module for the Department of Justice								
	3 Scope: The scope of the work will include the AVC Derivation Strategy for Control Objects (FMAVCDERIAO), the Derivation strategy for budget accounts (FMDERIBO), and the derivation strategy for FM document entries (FMDERIVE).				-				
	4. Tasks: Conduct a review of the current steps within the AVC strategy. Propose alternatives for how to configure AVC and configure and test a new AVC strategy. We require a strategy that would allow for efficient updates of control points for various funds. Work closely with analyst at Justice to provide instructions and knowledge transfer on how to do this configuration and perform testing.	,				-			
	In order to ensure system effectiveness, a review of both the derivation strategy for budget account assignments (FMDERIBO) and the derivation strategy for FM document entries (FMDERIVE) would also be required. This would be crucial in order to examine system interdependencies and efficiency.							and the second s	
	Provide recommendations on improvements to FMDERIBO and FMDERIVE strategies and reconfigure where necessary. Work closely with analyst at Justice to provide instructions and knowledge transfer on how to do this configuration and perform testing.		. Philipping						
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Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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	5. Deliverables: - Assessment, options and recommendations of all three FM strategies starting with AVC Configuration and testing to be completed by March 31st fiscal year starting April 1st, 2016	for new				÷				
	 Access to Client's Premises and Systems / Access Rest Will be given access premises and SAP system including all landscapes 	rictions		·	-					
010	ERP Functional Analysts Level 3		2015.11.04	2016.03.31	19399			13%	2,875.28	24,992.
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	ProServices PART 6 - RESULTING CONT	FRACT CLAUSES										
	6.1 Sccurity Requireme	ents										
	The following security part of the Contract.	requirements re	elated clauses a	pply and form								
	SECURITY REQUIREMENT PO COMMON-PS-SRCL#2	OR CANADIAN SUPE	PLIER: PWGSC FIL	ıΕ								
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performan hold a value of an adian Governmen approved a supproved a supplicable of supplicable o	e Contractor/Offeror must, at all times during the ance of the Contract/Standing Offer/Supply Arrangement, valid Designated Organization Screening(DOS), issued by the n Industrial Security Directorate (CISD), Public Works and ent Services Canada (PWGSC). E Contractor/Offeror personnel requiring access to sensitivete(s) must EACH hold a valid RELIABILITY STATUS, granted or d by CISD/PWGSC. DECONTRACTS which contain security requirements are NOT to be without the prior written permission of CISD/PWGSC. E Contractor/Offeror must comply with the provisions of the CURITY Requirements Check List and security guide (if ble) dustrial Security Manual (Latest Edition).	-							
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or work. 6.3 Star All clause date and Condition (https:// on-clause Governmen 6.3.1 Ge 2010B (2) (Medium (ntract is being issued for the requirement of Professionals of Leadership Development Consultant for the Department ice under the ProServices Supply Arrangement (SA) method ly which specifically covers requirements for below the breshold (including taxes, travel and living, amendments,	ergeren met dickenne erger enge	***************************************	es et d'anne per comme per comme de la com					
All claus date and Condition (https://on-clause Governmen 6.3.1 Go 2010B (2010B)	k to be performed is detailed under Appendix "A" Statement.								
Condition (https://on-clause Government 6.3.1 Get 2010B (2010	andard Clauses and Conditions				e free				
2010B (2 (Medium (uses and conditions identified in the Contract by number, d title are set out in the Standard Acquisition Clauses and ons Manual //buyandsell.gc.ca/policy-and-guidelines/standard-acquisities-and-conditions-manual) issued by Public Works and ent Services Canada.	milità dell'Art prime de compa dell'articologia	And difficulty of the state of	T. M. Typ - your manners and as a second sec	Personal transfer of the second secon				
(Medium (General Conditions								
1	2015-03-09), General Conditions - Professional Services Complexity) apply to and form part of the Contract.	The british of the br		Transfer of the Control of the Contr		ne y de en en en en en en en en en en en en en			
I	m of Contract	.							
				And desired to the second seco	All the second s	The state of the s			
6.5 Auth	Period of the Contract t is to be performed during the period of Contract award to 1, 2017.	1				e quintilian de properties de la constante de			ı
] 0-11 (07/2005)	t is to be performed during the period of Contract award to 1, 2017.				1				

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6.5.1 The Con	Contracting Authority tracting Authority for the Contract is:							· · · · · · · · · · · · · · · · · · ·	
Contrac 284 Wel Ottawa, KIA OH8 Telepho	Desbois ts Management Officer lington Street Ontario ne : 613-960-4881 : sylvain.desbois@justice.gc.ca						Malajanisky. Wydysyn yd syn yd syngyten y canolice o mae'r deilyddiole o dae'r dyn y channol y channol o c		
writing perform	tracting Authority is responsible for the material tracting and any changes to the Contract must be a by the Contracting Authority. The Contract work in excess of or outside the scope of a verbal or written requests or instruction than the Contracting Authority.	authorized in tor must not the Contract	ett-everadelmiskin kartes – 1-1-7						
6.5.2 The Tec	Technical Authority hnical Authority for the contract is:								
99 Bank Ottawa, KIA OH8 Telephon	udit Executive Street, lith Floor Ontario								Account to the second s
agency and is content discussed Authority	nnical Authority is the representative of to for whom the Work is being carried out underesponsible for all matters concerning the of the Work under the Contract. Technical ad with the Technical Authority; however to has no authority to authorize changes to Changes to the scope of the Work can only a contract amendment issued by the Contract	r the Contract technical matters may be he Project the scope of				٠			
1	pactive Disclosure of Contracts with Former								
Superant this in of the	iding information on its status, with respe- public servant in receipt of a Public Servi nuation Act (PSSA) pension, the Contractor formation will be reported on departmental control proactive disclosure reports, in ging Policy Notice: 2012-2 of the Treasury rist of Canada.	ce has agreed that websites as part accordance with		-	reger i waaro sine san sa sa sa sa sa sa sa sa sa sa sa sa sa				
6.7 Pay	unent				I				
1 .	Basis of Payment								
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Payment for the work performed by Julie Francisco shall be man the following basis:	ide on							
All inclusive hourly rate: Op to a maximum of hours for the period ending March 31 2015 and up to a maximum of hours for the period ending March 31, 2017		and the second s						
6.8.2 Authorized Travel and Thiving Expenses Canada will not pay any travel or living expenses associated performing the Work.	with							
6.8.3 Limitation of Expenditure Canada's total liability to the Contractor under the Contract not exceed \$13,222.09. Customs duties are included and Applications are extra.	must able		The state of the s					** *** **** **** **** **** **** **** ****
No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contractor the their incorporation into the Work. The Contractor hathority before their incorporation into the Work. The Contractor canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor notify the Contracting Authority in writing as to the adequactions when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.	e cting actor esuit he must y of							
If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.	n							
6.9 Method of Payment						.		
6.9.1: Monthly Payment Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if: a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b) all such documents have been verified by Canada;								
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-	Description	From - De Y-A M D-J	4.6T LOMA.Y	Consignee Cods Code consignetaire	No. of Days N° de jours	Foce fivet, Limit Taux/Val, fimite	GST% %TPS	GST Total Total TPS	Total
Ì	c) the Work performed has been accepted by Canada.								
	6.9.2 Payment by Direct Deposit								
1	Payments by direct deposit will be subject to Article 16 - Payment			region de la companya		:			
	Period and Article 17 - Interest on Overdue Accounts, set out in	-	Air and a second				1 1		
	2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract.		-						
I	To complete or amend a direct deposit registration, the Contractor								
Ì	must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form. The form		<u>.</u>						
	can also be obtained from the Department of Justice internet site			i					
	at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.			1		-			
į	It is the sole responsibility of the Contractor to ensure that the		-						
	information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to								
	date. Should the Contractor's information within the Recipient			[
1	Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 -		va videorina.						
-	Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services		na anaonada a sa sa sa sa sa sa sa sa sa sa sa sa						
1	(2014-09-25) forming part of this Contract will not apply, until								
Ì	the Contractor corrects the matter.								
	6.10 Accounts and Audit								
	1. The Contractor must keep proper accounts and records of the								
	cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all			•]		
	invoices, receipts and vouchers. The Contractor must retain						1 1		
	records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the						1 1		
1	Contract.								
Ì	If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or								
	subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual								
	performing any part of the Work.			ļ					
	3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this								
	section for six years after it receives the final payment under						}		
	the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor								
	must make this information available for audit, inspection and							:	
	examination by the representatives of Canada, who may make copics and take extracts. The Contractor must provide all reasonably				-				
	required facilities for any audit and inspection and must furnish				1				
	all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.								
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The second section of the second section secti	4. The amount claimed under the contract, calculated in accordance with the Hasis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.					- The strain of	8673	LOUIS IPS	
-	6.11 Time Verification								
e differential et communes, ser mertinentals, debute.	Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.		-		de constitución de constitució	•	***************************************		- viet is supplied to the control of
	6.12 Invoicing Instructions				-				1
AAAAA	a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed. b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision. c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors. d. The Contractor must provide the original and an electronic copy of each invoice to the following adress: Nadine Gravelle - Administrative Coordinator 59 Bank Street, 11th Ploor - Room 1177c Ottawa, Ontario				de grant de la consta				
	Electronic copy to: nadine.gravelle@justice.gc.ca	ĺ		and the second s	The second secon	į			
	On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.						***		
	6.13 Applicable Laws	vandenskeitenog							
	The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario	The second secon		Ar contains and a contains and a contains and a contains and a contains and a contains and a contains and a contains a co			, a service de la company de la company de la company de la company de la company de la company de la company	1	
	6.14 Priority of Documents		-						
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	If there is a discrepancy between the wording of any document that appear on the list, the wording of the document that fir appears on the list has priority over the wording of any docu that subsequently appears on the list. (a) the Articles of Agreement; (b) the general conditions 2010B (2015-03-09); (c) Annex A, Statement of Work; (d) Supply Arrangement Number E60ZT-120001/257/ZT (the "Suppl Arrangement"); and (e) the Contractor's bid dated October 16, 2015	ment						-		The state of the s
ĺ	6.15 Translation of Documentation	1			İ					
	The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by th Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is no obligation to provide any translation to the Contractor. Cagrees that any translation must include any copyright notice any proprietary right notice that was part of the original. Cachnowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result the translation.	under lanada and lanada								
	6.16 Replacement of Specific Individuals 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so fo reasons beyond its control. 2. If the Contractor is unable to provide the services of as specific individual identified in the Contract, it must provide replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, soon as possible, give notice to the Contracting Authority of reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed replacement; and	ny ide a the as the								
والمساوية والمستود والمساورة والمساو	replacement; and (b) proof that the proposed replacement has the required secclearance granted by Canada, if applicable 3. The Contractor must not, in any event, allow performance the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Wo In such a case, the Contractor must immediately comply with toorder and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does no order that a replacement stop performing the Work does not rethe Contractor from its responsibility to meet the requirement the Contract	of ork. the					,			
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Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contra

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	1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada. 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract. 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor. 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all cleims, licens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require. 6.18 Government of Canada Web Standards Use the following clause in all contracts for the acquisition of electronic goods or services that are related to public facing websites, public facing web applications of the Government of Canada. For a department or agency listed in Schedule I, I.1 and II of the Financial Administration Act. The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Accessibility, and the Standard on Optimizing Websites and Applications for Mobile Devices. In addition, the Work must comply with the standards and guide				Ro. of Days Nº de Rours	Fres Not. Limit Trux/val timita	GST% %TPS	GST Tatel Total TPS	Total
i i	party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property)								
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1	caused as a result of or during the performance of the Contra	act.			l					
ı		1	i			i				
ļ	6.20 Intellectual Property Infringement and Royalties	- of			1					
ţ	 The Contractor represents and warrants that, to the best its knowledge, neither it nor Canada will infringe any third 	01	I]				
l	party's intellectual property rights in performing or using t	the				1		1	}	1
į	Work, and that Canada will have no obligation to pay royaltie	es of								j
ł	any kind to anyone in connection with the Work.	1						1]
	2 If anyone makes a claim against Canada or the Contractor	r	j					1	1	1
1	concerning intellectual property infringement or royalties re	elated				1		1	1	ļ
1	to the Work, that Party agrees to notify the other Party in				1	!		!		1
1	writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, t	the						1		{
ł	Attorney General of Canada must have the regulation and condu	uct of			1			1		1
I	all litigation for or against Canada, but the Attorney Genera	al may !			1	i 1		1	1	1
ĺ	request that the Contractor defend Canada against the claim.	In			i	l- 1		1		
ı	either case, the Contractor agrees to participate fully in the	ne i	ļ			i .			}	i
1	defence and any settlement negotiations and to pay all costs	úa 1	l							
:	damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties	agree]				1	ľ
ı	not to settle any claim unless the other Party first approve	s the			,					
i	settlement in writing.	1			1			1	l	i
ļ	3. The Contractor has no obligation regarding claims that w	were	į		1			1	1	1
i	only made because:	_ 1	1		İ	1				i.
1	(a) Canada modified the Work or part of the Work without the	e thout	-					1	1	ľ
I	Contractor's consent or used the Work or part of the Work will following a requirement of the Contract; or	LINGUL							1	1
1	(b) Canada used the Work or part of the Work with a product	that				!			1	ļ
į	the Contractor did not supply under the Contract (Unless that	t use				1		1	1	1
1	is described in the Contract or the manufacturer's	,			1			1	1	1
!	specifications); or	a- !			1			1		1
1	(c) the Contractor used equipment, drawings, specifications other information supplied to the Contractor by Canada (or by	,,,,				[]		j	1	1
1	someone authorized by Canada): Or	1			1			Ì		i
1	(d) the Contractor used a specific item of equipment or soft	tware			Į.			į	1	Ì
1	that it obtained because of specific instructions from the	- 1			i	[]		1	1	1
1	Contracting Authority; however, this exception only applies :	if the			1			1	1	1
1	Contractor has included the following language in its own con with the supplier of that equipment or software: [Supplier]	ncract	i		1			1	1	
1	acknowledges that the purchased items will be used by the	21011101	i					ļ	l	1
1	Government of Canada. If a third party claims that equipment	. or	1	•	1		•	1	1	·
1	software supplied under this contract infringes any intellect	tual			1			1	l	1
1	property right. (supplier name), if requested to do so by ell	tner			1	1	-	1	1	1
Ì	[Contractor name] or Canada, will defend both [Contractor name]	mej]			ł		}
1	and Canada against that claim at its own expense and will pay costs, damages and legal fees payable as a result of that	A STT			1	1			1	I
١	infringement." Obtaining this protection from the supplier is	s the							1	
-	Contractor's responsibility and, if the Contractor does not	do so,			1			1	1	1
١	l it will be responsible to Canada for the claim.				1			ŀ	Í	1
1	4. If anyone claims that, as a result of the Work, the Cont	tractor			1			1	1	1
į	or Canada is infringing its intellectual property rights, the	9.			1		:	1	1	
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Contractor must immediately do one of (a) take whatever steps are necessar to use the allegedly infringing part (b) modify or replace the Work to avinfringement, while ensuring that the the requirements of the Contract; or (c) take back the Work and refund and that Canada has already paid. If the Contractor determines that non reasonably be achieved, or if the Contractor to these steps within a reasonable amoun either to require the Contractor to disteps are necessary to acquire the rinfringing part(s) of the Work itself Contractor must reimburse Canada for so.	y to allow Canada to continue of the Work; or sid intellectual property Work continues to meet all y part of the Contract Price e of these alternatives can tractor fails to take any of t of time, Canada may choose o (c), or to take whatever ghts to use the allegedly, in which case the					· ,			
ANNEX "A": STATEMENT OF WORK				Anni opi danos e est					
Coaching and Facilitation Services									
1.2 OBJECTIVES The need is for an Organizational an Certified Organization and Relationsh certified Lumina Learning practitione working in the federal public service successfully delivering coaching to band in using the Lumina Leader and Lu organizational change, transition man	ip Systems Coach, and a r, with recent experience and extensive experience in oth groups and individuals, mina Spark tools to support				The state of the s				de la desta de la desta de la desta de la desta de la desta de la desta de la desta de la desta de la desta de
1.3 BACKGROUND The Internal Audit Services (IAS) of experienced a high number of changes desire is to assist senior management organizational change and team buildi a collaborative work culture within to Team. 1.4 SCOPE The Chief Audit Executive (CAE) is re	in the past year and the with transition management, of to restore and to support he Internal Audit Services				and brings to Color State of the state of th		Adalam and the second handle second to the second s	·	
direct reports, including two new directly, group coaching and team buil including management and where reques assessment to help identified staff be their own communication and work stylteam.	sctors who will be in place ling for the entire IAS staff ted by the CAE a psychometric scome more self-aware of				and described in the second se				
1.5 TASKS The tasks will include: O Focus groups O Individual interviews					•				
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	o Individual coaching o Group coaching					Today or mining	****	1940 175	· 5-6-4-00
-	1.6 MEETINGS The resources will be required to attend meetings at the Department of Justice in the National Capital Region.								
. 1	Coaching Services	2015.11.06	2017.03.31	19024			13%	859.44	7,470.4
20	Coaching Services	2015.11.06	2017.03.31	19024			134	859.44	7,470.4
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FAX:	E: 613-960-4881		Contract Amendmonx	X Commit Modification All invages, stopping pins	Ur numero lagaran	ATT: NADINE O 99 BANK ST 11 OTTAWA ON KI CANADA	TH FLOOR A 0H8	and two copies	are to be carit to:		Overal Inquisites to: Adverser course der DESBO 613-9	nandra de rame. à : 18, SYLVAIN 60-4881
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	6.1 Security Requirements The following security part of the Contract.		elated clauses a	pply and form								
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Solicitation At - Å	closes - L'invitation à sour 00:00:00	dissionner prend fin le	and/or services listed herein a considered as an offer to sell.	end on any attached s	the Minister, upon the terms a heets at the price(s) set out the	areior. Hesponses to	a request to proposar by a p	otential supplier will be	Indiquer le services d	nt of manufacture/ship a lieu de fabrication ou loivent être rendus.	ping of good d'expédition	ls or where service is n des biens, ou encor	to be performed. e le lieu où les
On - Le		4	Le fournisseur offre et convie deux, énumérés dans les près curnisseur éventuel seront cu	nt de vendre au Minis entes et dans toute a onsidérées comme de	stre, aux conditions stipulées de nnexe aux présentes, au ou au es offres de vente.	ans los présentes et x prix indiqués. Les	dans les documents ci-joints, réponses à une demande de p	les biens ou services, or proposition présentée par	Pursuant	int - Point FAB to Section 32(1) of the	e Financial A	tination dministration Act, fu	nds are available.
PETER	ddress of Vendor - Nom et CAMERON AND BARLOW CRES	adresse du fournisseur ASSOCIATES INC	me and title of person auth em et titre de la personne au	orized to sign on beh utorisée à signer au no	alf of Vendor (type or print) om du fournisseur (en lettres m	oulées)			En vertue sont dispo	de l'article 32(1) de la	a loi sur la gè	ENTNEY	bliques des fonds
OTTAV	IA ON KOA 1T	0							Coût glob	mated Cost al estimatif 11,300.00	•	Eor the Minister (Re	servé au Ministre · NOV
Phone	: 613-832-02	82	Signature		Date	T	Telephone No F	The Vender hereby ac	cents/arknowledne	s this contract.	(-M-C	
Vendor No.	- No.du Fournisseur	Fax No No. de Télécopie	Your offer is accepted extent specified hardi Votre offre est accept conditions exposées d présentes.	ée aux ans les	You are requested to supply as indicated herein. Nous yous demandons de fournir ca qui est précisé	Prière de	ne signed copy forthwith. retourner immédiatement a dûment signée.	Le fournisseur reconna	it par les présentes	qu'il a pris connaissar	nce du prése		
1/2	,,,,		presentes:		dans les présentes.	1			Signature			Title	e - Titre

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Item Article	Description	From - De Y-A M D-J	To-À Y-AMD-J	Consignee Code Code consignataire	No. of Days No de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). 2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. 3. Subcontracts which contain security requirements are NOT to be			-	-				
	awarded without the prior written permission of CISD/PWGSC. 4. The Contractor/Offeror must comply with the provisions of the: a) Security Requirements Check List and security guide (if applicable) b) Industrial Security Manual (Latest Edition).		·						
	6.2 Statement of Work			,				•	
	This Contract is being issued for the requirement of Professional Services of Leadership Development Consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).								
	The work to be performed is detailed under Appendix "A" Statement of Work.								
	6.3 Standard Clauses and Conditions								
	All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.				en en en en en en en en en en en en en e				
	6.3.1 General Conditions								
	2010B (2015-03-09), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.							·	
	6.4 Term of Contract			٠,					
	6.4.1 Period of the Contract The Work is to be performed during the period of Contract award to March 31, 2017.	THE PERSON NAMED IN COLUMN NAM							
n.	6.5 Authorities								
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	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nal. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	6.5.1 Contracting Authority								
	The Contracting Authority for the Contract is:							•	
	Sylvain Desbois Contracts Management Officer								
	284 Wellington Street								
	Ottawa, Ontario K1A 0H8								
	Telephone: 613-960-4881 E-mail: sylvain.desbois@justice.gc.ca								
	·								
	The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.								
	6.5.2 Technical Authority The Technical Authority for the contract is:								ē.
	Inanc Yazar								
	Chief Audit Executive 99 Bank Street, 11th Floor		-						
	Ottawa, Ontario								
	K1A 0H8 Telephone: 613-670-6434 E-mail: inanc.yazar@justice.gc.ca								
	The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.	To the additional to the control of	•						ж
	6.6 Proactive Disclosure of Contracts with Former Public Servants								
	By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.						oppolation (see the state of th		
		Principle							
	6.7 Payment	una di Piring							
	6.7.1 Basis of Payment								
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	Payment for the work performed by Mr. Denys Vermette shall be made on the following basis:					·			
- The state of the	All inclusive hourly rate: Up to a maximum of hours for the period ending March 31, 2016 and up to a maximum of hours for the period ending March 31, 2017	Are company of the control of the co				·			
	6.8.2 Authorized Travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work.								
	6.8.3 Limitation of Expenditure Canada's total liability to the Contractor under the Contract must not exceed \$10,000.00. Customs duties are included and Applicable Taxes are extra.				·				
	No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of	,							
	this sum: a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.				·	·			
	If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.			-					
	6.9 Method of Payment				ĺ				•
	6.9.1: Monthly Payment Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if: a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b) all such documents have been verified by Canada;								
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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days No de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	c) the Work performed has been accepted by Canada.								
	6.9.2 Payment by Direct Deposit			1					
	Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.								
	It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.								
	6.10 Accounts and Audit								•• • • •
	1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract. 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work. 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.								
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	4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.	-			-				
	6.11 Time Verification								
	Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.	·							
	6.12 Invoicing Instructions								
	a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed. b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.				Management of the control of the con			-	
	c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors. d. The Contractor must provide the original and an electronic copy								
	of each invoice to the following adress: Nadine Gravelle - Administrative Coordinator 99 Bank Street, 11th Floor - Room 1177c Ottawa, Ontario KIA 0H8								
	Electronic copy to: nadine.gravelle@justice.gc.ca								
	On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.						·		
	6.13 Applicable Laws					-			
	The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario						-		·
	6.14 Priority of Documents				T-Vermunae				
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	If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list. (a) the Articles of Agreement; (b) the general conditions 2010B (2015-03-09); (c) Annex A, Statement of Work; (d) Supply Arrangement Number E60ZT-120001/593/ZT (the "Supply Arrangement"); and (e) the Contractor's bid dated October 21, 2015							·	
	6.15 Translation of Documentation	•							
	The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.								e
	6.16 Replacement of Specific Individuals 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security								
	clearance granted by Canada, if applicable. 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract						A PARTIE AND AND AND AND AND AND AND AND AND AND		
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	6.17 Ownership 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.								
	2. However if any payment is made to the Contractor for or account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such								
	payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work	•							
	in accordance with the Contract. 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the								
and the second s	Contractor or any subcontractor. 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.	·							
	6.18 Government of Canada Web Standards								,
	Use the following clause in all contracts for the acquisition of electronic goods or services that are related to public facing websites, public facing web applications of the Government of Canada, for a department or agency listed in Schedule I, I.1 and II of the Financial Administration Act. The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices. In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise								·
	6.19 Liability The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property)	-							
s 9200-	11 (07/2006)			Ord. Off - Bur. de	Requisition No.		série F	Page 8	11

,	Description	From - De Y-A M D-J	To-À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
\top	caused as a result of or during the performance of the Contract.								
	6.20 Intellectual Property Infringement and Royalties								
1	1. The Contractor represents and warrants that, to the best of				- 1				İ
ı	its knowledge, neither it nor Canada will infringe any third								'
1	party's intellectual property rights in performing or using the			1			1 1		
ı	Work, and that Canada will have no obligation to pay royalties of	•	[
l	any kind to anyone in connection with the Work.					•	1 1		
	2. If anyone makes a claim against Canada or the Contractor		1					•	1
ı	concerning intellectual property infringement or royalties related								1
	to the Work, that Party agrees to notify the other Party in							•	
l	writing immediately. If anyone brings a claim against Canada,		1					•	
ı	according to Department of Justice Act. R.S., 1985, c. J-2, the				[
1	Attorney General of Canada must have the regulation and conduct of						1.		
ı	all litigation for or against Canada, but the Attorney General may				· [1 1		[
1	request that the Contractor defend Canada against the claim. In								
ı	either case, the Contractor agrees to participate fully in the				·		1 1		
ı	defence and any settlement negotiations and to pay all costs.						1 1		
١	damages and legal costs incurred or payable as a result of the]		1 1		
ı	claim, including the amount of any settlement. Both Parties agree				'		1 1		
1	not to settle any claim unless the other Party first approves the					•	1		
١	settlement in writing.			}	[
ı	3. The Contractor has no obligation regarding claims that were								
l	only made because:]				
ı	(a) Canada modified the Work or part of the Work without the				1				
1	Contractor's consent or used the Work or part of the Work without				ł				
١	following a requirement of the Contract; or								
1	(b) Canada used the Work or part of the Work with a product that								
ı	the Contractor did not supply under the Contract (unless that use				[4.
l	is described in the Contract or the manufacturer's			1					
ı	specifications): or				1				# 1
1	(c) the Contractor used equipment, drawings, specifications or				I				•
ı	other information supplied to the Contractor by Canada (or by			[ļ				
ı	someone authorized by Canada); or		}		1			•	
ı	(d) the Contractor used a specific item of equipment or software				1				
ı	that it obtained because of specific instructions from the				1				
١	Contracting Authority; however, this exception only applies if the			.	1				
1	Contractor has included the following language in its own contract				- 1		.		
l	with the supplier of that equipment or software: "[Supplier name]			.	1				
1	acknowledges that the purchased items will be used by the				1		·		
ı	Government of Canada. If a third party claims that equipment or	ı	1		1	•			
١	software supplied under this contract infringes any intellectual	1							
1	property right, (supplier name), if requested to do so by either	·	·. [1,2.1		1			
I	[Contractor name] or Canada, will defend both [Contractor name]	1			1				
ı	and Canada against that claim at its own expense and will pay all	. 1			-			-	
	costs, damages and legal fees payable as a result of that		1	1	.				•
1	infringement." Obtaining this protection from the supplier is the	1]		.	l			
1	Contractor's responsibility and, if the Contractor does not do so,	1			l				
Ì	it will be responsible to Canada for the claim.	1].	j	
Ī	4. If anyone claims that, as a result of the Work, the Contractor	1	I	1	1	1		I	
1	or Canada is infringing its intellectual property rights, the	Ī		1	1		1		
1						1			
_	11 (07/2006)			1	Requisition No.	Demande	F	age _	^f 11

Gouvernement du Canada

Item Article	Description	From - De	To-À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de Jours	Fees Mal. Umit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
CH (ME)	Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to continuto use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly	е			. de jours	- auro 7 G. BHALE		TOURITED.	
	infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.					·			
	ANNEX "A": STATEMENT OF WORK					• •			
· · ·	1.0 TITLE One on One Coaching services for the Chief Audit Executive of the Internal Audit Services		,			·.			
	2.0 OBJECTIVES Peter Cameron and Associates Inc. commits to assigning an experienced, certified and bilingual coach to provide career management coaching to Inanc Yazar, hereafter referred to as the "client". The client is the Chief Audit Executive for the Department of Justice Canada and is a substantive EX-03 executive				-				
	3.0 SCOPE Coaching services will be provided to the client on a "one-on-one basis through sessions that are suitable to the client's learning style and schedule. Typical sessions will be of 1 to 2 hours durations.								
	4.0 TASKS				.				
	The tasks will include: # Career coaching: Career advice and support for further growth & development # Work on executive portfolio development # linked to GoC Key Leadership Competencies # Ongoing coaching & advice to the CAE in order to support the							The period of the control of the con	
	success of the Audit Branch 5.0 MEETINGS The resource will be required to attend meetings at the Department of Justice at 99 Bank Street, 11th floor, Ottawa, Ontario, KIA 0H8								
	Coaching from (2015-2016)		2017.03.31	19024	25.000	200.00	13%	650.00	5,650.00
JUS 9200	-11 (07/2006)			Ord. Off - Bur. de 19024		n. Ser. No - N° de	série	Page 10 g	f 11

s.19(1) s.20(1)(c)

Government of Canada

Gouvernement du Canada

Supply Arrangement Solicitation/Contract d'approvisionnement relatif aux invitations à so

Item Article	Description		ed - mora L-d M A-Y	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days No de jours	Fees Nal. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Totel
00020	Coaching from {2016-2017}		2015.11.17	2017.03.31	19024			13%	650.00	5,650.00
	Financial Codes Codage financier 0130-15000-153750 -4010 1	Amount Montant 0,000.00								
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Government of Canada

Gouvernement du Canada

Supr rrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Erom	_	Dod	

DESBOIS, SYLVAIN NATIONAL CAPITAL REGION RÉGION DE CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON KIA OH8 CANADA

PHONE: 613-960-4881

Vandor No.- No.du Fournisseur

118430

JUS 9200-11 (07/2006)

FAX:

Date of solicitation - Date de l'invitation à soumissionner Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de : Request for proposal Demando de proposition Contract Contrat Amendment Modification

Accounting Office Code Code du bureau comptable Requisition No. - Demande Ord. Off - Bur. deman. Yr. - An. Ser. No - Nº de série 19294 19294 15 9319 inspection Agency - Chargé de l'inspection Destination DW-DIR PROJECT SERVICES destination unless specified herein. DEPARTMENT OF JUSTICE CANADA ATT: CATHERINE CHARBONNEAU (613-941-275 SPARKS ST ROOM 11014 Direct inquiries to: OTTAWA ON KIR 7X9 Adresser toutes demandes de rens. è : DESBOIS, SYLVAIN 613-960-4881 CANADA Invoices - Original and two copies are to be sent to: Factures - Remplir et anvoyar l'original et deux copies à :

Unless otherwise Indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices, GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herain; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contrâire dans les présentes de la part da la Couronne, tous les prix seront en monnaie canadienne, les drons de douane canadiens et la taxe d'accise pertinents comprise. La taxe <u>sur</u> les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estima* f. Les prix comprehent I sa trais d'emballage et de conditionnement et sont FAB (y compris tous les trais de livraison) aux de stinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provincialas, voir l'Arrangement en matièra d'approvisionnement

All invoices, shipping bills and packing slips must include the number

Le numéro figurant dens cette case doi être indiqué dans toutes les factures, tous les connaissements at tous les bordereaux d'accompagnement.

Revised Value - Montant Révisé

1929459319 Amendment No.-No. de la modification | Previous Value - Valeur précédente

DW-DIR PROJECT SERVICES

DEPARTMENT OF JUSTICE CANADA ATT: CATHERINE CHARBONNEAU (613-941-

275 SPARKS ST ROOM 11014 OTTAWA ON K1R 7X9

CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/135/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document, Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronna, représentée per le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/135/ZT sont incorporées dans les présentes

inc./Decs. - Aug./Dim.

Item Article		Description	From - Os Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days No de jours	Fees (Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	REFERENCE: RFP NUMBER 1000019 ProServices - PART 6 - RESULT									
	The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. The resulting Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.									
									·	
Solicitation At - A	Don closes - L'invitation à soumissionner prend fin le 00:00:00	The Vendor offers and agrees to sell and supply to the Minister, upon the terms and and/or services listed herein and on any attached sheets at the price(s) set out there considered as an offer to sell.	L I conditions set out here for. Responses to a req	l in, including the attachr uest for proposal by a p	nents hereto, the suppli otential supplier will be	j indiquer	int of manufacture/ship le lieu de fabrication ou doivent être rendus.	ing of good d'expéditio	ds or where service is to in des biens, ou encore le	be performed. lieu où les

At - A 00:00:00	and/or services listed herain and on any et considered as an offer to sell.	tached sheets at the prica(s) set out the
On-Le ·	La fournisseur offre et convient de vendre deux, énumérés dans les présentes et dans fournisseur éventuel seront considérées co	s toute annexe aux présentes, au ou a
Name and address of Vendor - Nom et adresse du fournisseur MAXSYS 173 DALHOUSIE ST OTTAWA ON K1N 7C7 CANADA	Name and title of person authorized to sig Nom et titre de la personne autorisée à sig	
Phone: 613-562-9943	Signature	Dete
	Your offer is accepted to the extent specified herein.	You ere requested to supply as indicated herein.

Fax No.- No. de Télécopie

613-241-6742

d/or services listed herein and on any attached sheets at the prica(s) set out therefor. Responses to a request for proposal by a potential supplier will be insidered as an offer to sell.
fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les hiers ou services, que

résentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un

or (type or print)

re de la personne autorisee a sign	er au nom du fournissaur (en lettres moulées)		sont disponibles
•			Total Estimated Cost Coût global estimatif
Signature	Dete	Telephone No Nº de téléphone	\$ 11,3

Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans las présentes.	You ere requested to supplies indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.
---	--

Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.	
--	--

\$ 11,300.00

F.O.B. Point - Point FAB

En vertue da l'ar

The Vendor hereby accepts/acknowledges this contract. Le fournissaur reconnait par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepts.

Signature

Destination Pursuant to Section 32(1) of the Financial Administration Act, funds are available

le 32(1) de la loi sur la gestion des finances publiques des fonds

Date

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Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

ltem Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	6.1 Security Requirements								
	The following security requirements related clauses apply and form part of the Contract. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19								
	1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). 2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY as required, granted or approved by CISD/PWGSC. 3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction. 4. Subcontracts which contain security requirements are NOT to be								
	awarded without the prior written permission of CISD/PWGSC. 5. The Contractor/Offeror must comply with the provisions of the: a. Security Requirements Check List and security guide (if applicable), attached at Annex B; b. Industrial Security Manual (Latest Edition).							. ·	
	6.2 Statement of Work								
	This bid solicitation is being issued for the requirement of Professional Services ERP Programmer Analyst for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Appendix "A" Statement of Work. 6.3 Standard Clauses and Conditions								
	All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.								
	6.3.1 General Conditions 2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.							٠.	
	6.4 Term of Contract	·							
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Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days Nº de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
6.4.1 Period of the Contract The Work is to be performed during the period of Contract award to March 31, 2016.			-					
6.4.2 Option to Extend the Contract The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 6 months periods under the same terms and conditions. The two (2) additional options periods are as follows:	-						·	
Option 1: April 1, 2016 to September 30, 2016 Option 2: October 1, 2016 to March 31, 2017	÷			:				
A. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment. B. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.								
6.5 Authorities								
6.5.1 Contracting Authority The Contracting Authority for the Contract is:								
Sylvain Desbois Contracts Management Officer 284 Wellington Street Ottawa, Ontario K1A 0H8 Telephone : 613-960-4881 E-mail : sylvain.desbois@justice.gc.ca								
The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.								
6.5.2 Technical Authority The Technical Authority for the contract is:					•			
Gilles Blier Programmer Analyst, App/Dev 275 Sparks Street - SAT-11061 Ottawa, Ontario K1A 0H8 Telephone : 613-325-3954								
	6.4.1 Period of the Contract The Work is to be performed during the period of Contract award to March 31, 2016. 6.4.2 Option to Extend the Contract The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 6 months periods under the same terms and conditions. The two (2) additional options periods are as follows: Option 1: April 1, 2016 to September 30, 2016 Option 2: October 1, 2016 to March 31, 2017 A. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment. B. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment. 6.5 Authorities 6.5.1 Contracting Authority The Contracting Authority for the Contract is: Sylvain Desbois Contracts Management Officer 284 Wellington Street Ottawa, Ontario KIA 0H8 E-mail: sylvain.desbois@justice.gc.ca The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority. 6.5.2 Technical Authority The Technical Authority for the contract is: Gilles Blier Programmer Analyst, App/Dev 275 Sparks Street - SAT-11061 Ottawa, Ontario KIA 0H8	The Work is to be performed during the period of Contract award to March 31, 2016. 6.4.2 Option to Extend the Contract The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 6 months periods under the same terms and conditions. The two (2) additional options periods are as follows: Option 1: April 1, 2016 to September 30, 2016 Option 2: October 1, 2016 to March 31, 2017 A. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment. B. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment. 6.5 Authorities 6.5.1 Contracting Authority The Contracting Authority for the Contract is: Sylvain Desbois Contracts Management Officer 204 Wellington Street Ottawa, Ontario X10 MB E-mail: sylvain.desbois@justice.gc.ca The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. 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The option may only be exercised by the Contracting authority and the expense of the contract amendment. 6.5 Authorities 6.5.1 Contracting Authority for the Contract is: Sylvain Desbois Contracts Management Officer 284 Weilington Street Ottawa, Ontario OKIA 0H8 Telephone: 613-960-4881 Te-mail: sylvain.desbois@justice.gc.ca The Contracting Authority is responsible for the management of the Contract and sany changes to the Contract must be authorized in writing by the Coxess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority. 6.5.2 Technical Authority The Technical Authority for the contract is: Gilles Blier Programmer Analyst, App/Dev 275 Sparks Street - SAT-11061 Ottawa, Ontario Kla 0H8	Octoberomignation VAMDJ Code consignation VAMDJ Code consignation Code consignation Code consignation Code consignation Code consignation Code consignation Code consignation Code consignation Code consignation Code consignation Code consignation Code consignation Code consignation Code consignation Code consignation Code code code Code code code Code code code Code code code Code code code Code code code Code code code code code Code code code code code code code code c	October 1 Tour Name of the Contract: The Work is to be performed during the period of Contract award to March 31, 2016. 6.4.2 Option to Extend the Contract The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 6 months periods under the same terms and conditions. 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Ontario The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in perform work in excess of or outside the scope of the Contract based on verhal or written requests or instructions from anybody other than the Contracting Authority. 6.5.2 The Contracting Authority for the contract must be authorized in perform work in excess of or outside the scope of the Contract and any changes to the Contract must be authorized in perform work in excess of or outside the scope of the Contract and any changes to the Contract must be authorized in perform work in excess of or outside the scope of the Contract and any changes to the Contract must be authorized in perform work in excess of or outside the scope of the Contract and any changes to the Contract must be authorized in perform work in excess of or outside the scope of the Contract and any changes to the Contract must be authorized in perform work in excess of or outside the scope of the Contract and any changes to the Contract must be authorized in the Contract must be authorized in the Contra	6.4.1 Period of the Contract The Work is to be performed during the period of Contract award to March 31, 2016. 6.4.2 Option to Extend the Contract The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 6 months periods under the same terms and conditions. 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The Contractor must not perform work in excess of or outside the scope of the Contract my ork in excess of or outside the scope of the Contract of the Contracting Authority for the contract is: Gilles Blier Programmer Analyst, App/Dev 275 Sparks Street - SAT-11061 Gills Blier Programmer Analyst, App/Dev 275 Sparks Street - SAT-11061 Gills Blier Programmer Analyst, App/Dev 275 Sparks Street - SAT-11061 Gills Blier Programmer Analyst, App/Dev 276 Sparks Street - SAT-11061 Gills Blier Programmer Analyst, App/Dev 276 Sparks Street - SAT-11061	Section of the Contract The Work is to be performed during the period of Contract award to March 31, 2016. 6.4.2 Option to Extend the Contract The Contract or grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 6 months periods under the same terms and conditions. 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The Contractor must not perform work in excess of or outside the scope of the Contract work in excess of or outside the scope of the Contract for any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract formation and the Contract formation and the Contracting Authority for the contract is: Gilles Blier Programmer Analyst, App/Dev 275 Sparks Street - SAT-11061 Contracting Authority of the Contract is:

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E-mail : gilles.blier@justice.gc.ca					·			
The Technical Authority is the representative of the departme agency for whom the Work is being carried out under the Contrand is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may discussed with the Project/Technical Authority; however the Project/Technical Authority has no authority to authorize cha to the scope of the Work. Changes to the scope of the Work ca only be made through a contract amendment issued by the Contracting Authority.	act be nges							
6.5.3 Contractor's Representative								
MaxSys Staffing & Consulting Tel: 613-562-9943 Email: @maxsys.ca 6.6 Proactive Disclosure of Contracts with Former Public Service By providing information on its status, with respect to being former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed this information will be reported on departmental websites as of the published proactive disclosure reports, in accordance Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.	a that part		•					
6.7 Payment								7.
6.7.1 Basis of Payment The Contractor will be paid in accordance with the firm hourl rate for work and services performed pursuant to this Contrac per Annex "B" Basis of Payment.	y t, as							
Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they hav been approved, in writing, by the Contracting Authority befor their incorporation into the Work.	e e	:						
6.7.2 Authorized travel and Living Expenses Canada will not pay any travel or living expenses associated performing the Work.	with							
6.7.3 Limitation of Expenditure Canada's total liability to the Contractor under the Contract not exceed the amount set out on page one of the Contract, le any Applicable taxes. With respect to the amount set out on	ss							
-11 (07/2006)				Requisition No	o Demande An. Ser, No - Nº o		Page 4	of 15

,]	Description	From - De Y-A M D-J	To-À L-D M A-Y	Consignee Code Code consignataire	No. of Days Nº de jours	Fees (Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
S	one of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.			-					
i C i	To increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result		_						,
i W	In Canada's total liability being exceeded before obtaining the vritten approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:		٠.		, .	in the second			
a b c	when it is 75 percent committed, or b) four (4) months before the contract expiry date, or c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.							·-	
e	If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.				:				
6	3.8 Method of Payment.	•					-		
p w a t	Canada will pay the Contractor on a monthly basis for work berformed during the month covered by the invoice in accordance with the payment provisions of the Contract if: a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b) all such documents have been verified by Canada; the Work performed has been accepted by Canada.								·
F F I I I	Payment by Direct Deposit Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 1035 General Conditions - Higher Complexity, Services (2014-09-25) 10 complete or amend a direct deposit registration, the Contractor 10 complete and submit to the Contracting Authority the 11 Recipient Electronic Payment Registration Request Form at Annex D. 12 Che form can also be obtained from the Department of Justice 13 Internet site at						,		
	http://www.justice.gc.ca/eng/contact/enrol-inscri.html.					İ			

Item Article	Description	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.								
,	6.9 Time Verification Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.				-				,
	a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed. b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision. c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors. d. The Contractor must provide the original and an electronic copy of each invoice to the following adress: Catherine Charbonneau - Project Officer 275 Sparks Street - SAT1074 Ottawa, Ontario KIA 0H8 Electronic copy to: admin.services-isb@justice.gc.ca				-				
	On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.								
	6.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.				·				
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(b) If, as a result of any strike or lock-out, the Contractor its employees, subcontractors or agents cannot obtain access government premises and, as a result, no work is performed, is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had becable to gain access to the premises.	to Canada					·		
The continuous compliance with the certifications provided by Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not convit any certification, fails to provide the associated information, or if it is determined that any certification must be Contractor in its bid is untrue, whether made knowingly unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default	the mply ade by or							
6.13 Applicable Laws The Contract must be interpreted and governed, and the relatibetween the parties determined, by the laws in force in Ontar	ions rio.				,			
6.14 Priority of Documents If there is a discrepancy between the wording of any document that appear on the list, the wording of the document that fir appears on the list has priority over the wording of any docu that subsequently appears on the list. (a) the Articles of Agreement; (b) the general conditions 2010B (2015-03-09); (d) Annex A, Statement of Work; (e) Annex B, Basis of Payment (f) Annex C, Security Requirements Check List (refer to RFE (g) Supply Arrangement Number E60ZT-120001/135/ZT (the "Supp	rst ument	·			. '		·	
Arrangement"); and (h) the Contractor's bid dated November 12, 2015.					,		·	
6.15 Translation of Documentation The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is no obligation to provide any translation to the Contractor. Of agrees that any translation must include any copyright notice any proprietary right notice that was part of the original. Of acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result the translation.	under Canada e and Canada				,			
6.16 Replacement of Specific Individuals 1. If specific individuals are identified in the Contract t								

Description	From - De Y-A M D-J	Á - oT L-O M A-Y	Consignee Code Code consignataire	No. of Days No de jours	Fees Mal. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
perform the Work, the Contractor must provide the services of								
those individuals unless the Contractor is unable to do so for								
reasons beyond its control.						1 1		
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a						1 1		İ
replacement with similar qualifications and experience. The						1		
replacement must meet the criteria used in the selection of the								i
Contractor and be acceptable to Canada. The Contractor must, as						1		
soon as possible, give notice to the Contracting Authority of the		•						
reason for replacing the individual and provide:							•	1
(a) the name, qualifications and experience of the proposed replacement; and				}		1 1		
(b) proof that the proposed replacement has the required security				1		1		
clearance granted by Canada, if applicable.						1 1		
The Contractor must not, in any event, allow performance of								
the Work by unauthorized replacement persons. The Contracting		•		[1
Authority may order that a replacement stop performing the Work.								
In such a case, the Contractor must immediately comply with the						1 1		1 .
order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not								
order that a replacement stop performing the Work does not relieve			1	[
the Contractor from its responsibility to meet the requirements of								
the Contract						1 1		
6.17 Ownership				<u> </u>				
1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance]				
by or on behalf of Canada.				1				
2. However if any payment is made to the Contractor for or on	•							
account of any Work, either by way of progress or milestone							•	
payments, that work paid for by Canada belongs to Canada upon such				1		1		
payment being made. This transfer of ownership does not constitute						1 1		
acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work	٠.							
in accordance with the Contract.								
3. Despite any transfer of ownership, the Contractor is		-		1				
responsible for any loss or damage to the Work or any part of the			1					
Work until it is delivered to Canada in accordance with the		•	1		·			
Contract. Even after delivery, the Contractor remains responsible]]		
for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.							•	
4. Upon transfer of ownership to the Work or any part of the Work	,]]		
to Canada, the Contractor must, if requested by Canada, establish			1					
to Canada's satisfaction that the title is free and clear of all						1 1		•
claims, liens, attachments, charges or encumbrances. The						1		
Contractor must execute any conveyances and other instruments						1		
necessary to perfect the title that Canada may require.				1		1		
6.18 Limitation of Liability - Information			1			1.		
management/Information Technology								
1 (07/2006)				Requisition No	o Demande	1	Page	of 4.5
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a. Any reference in this section to damages caused by the Contractor also includes damages caused by the employers, as well their employees. This section applies regardless of whether the claim is based in contract. tort, or another cause of action. The contract contract, tort, or another cause of action. The contract the contract, tort, or another cause of action. The contract to the contract, tort, or another cause of action. The contract to the contract, tort, or another cause of action. The contract to the contract, to the contract to the contract to the contract to the contract to the contract to the contract to the contract to the contract to the contract to the contract to the contract to the contract to the contract to the contract to the contract of the contract	a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well			Code consignataire	Nº de jours	Taux/Val. limite	%TPS	Total TPS	Total
as its subcontractors, agents, and representatives, and any of the chain selection applies regardless of whether the chain selection supplies regardless of whether the chain selection is selected in the contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this stoich and in any section of the Contract pre-establishing any special or consequential damages to the extent described in this action of the contract is subjected in the contract in the contract of the potential for those damages to failure to perform the Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the contractor is fully liable for all direct damages to the extent the Contractor is performance or failure to perform the Contract has any infringement of intellectual property rights to the extent the Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by ii. The Contractor is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential for the contract is also liable for all direct damages resulting form its breach of confidentiality under the Contract is a fact of the Parties is also liable for all direct damages resulting to information technology liable for all direct damages relating to any encumbrance or claim relating to any portion of the work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which Canada has nade any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which Canada as payment. This does not apply to encumbrances or claims relating to intellectual property rights, and the property of the contract is also liable for any other direct damages to canada caused by the Contract or any way relatin	Contractor also includes damages caused by its employees as well						 		
as its subcontractors, agents, and representatives, and any of the chain selection applies regardless of whether the chain selection supplies regardless of whether the chain selection is selected in the contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this stoich and in any section of the Contract pre-establishing any special or consequential damages to the extent described in this action of the contract is subjected in the contract in the contract of the potential for those damages to failure to perform the Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the contractor is fully liable for all direct damages to the extent the Contractor is performance or failure to perform the Contract has any infringement of intellectual property rights to the extent the Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by ii. The Contractor is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential for the contract is also liable for all direct damages resulting form its breach of confidentiality under the Contract is a fact of the Parties is also liable for all direct damages resulting to information technology liable for all direct damages relating to any encumbrance or claim relating to any portion of the work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which Canada has nade any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which Canada as payment. This does not apply to encumbrances or claims relating to intellectual property rights, and the property of the contract is also liable for any other direct damages to canada caused by the Contract or any way relatin						,			1
their employees. This section applies regardless of whether the claim is based in contract, tork, or another cause of action. The cold is a contract, to a contract country of action. The cold is a contract to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages: The Contractor is only lable for indirect. Article, even if it has been made aware of the potential for those damages. Article, even if it has been made aware of the potential for those damages. In the contractor's performance or failure to perform the Contract that relate to; the contract that relate to; the contract that relate to; the contract that relate to; the contract that relate to; the contract that relate to; the contract of the contract of the contractor's performance or failure to perform the Contract that relate to; the contract of the contract of the contractor's performance or failure to perform the Contract that relate to; the contract of the contractor is liable for all direct damages affecting real or complete the contract of the	as its subcontractors, agents, and representatives, and any of	ŀ			1		1 1		Į.
claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of the Contract pre-establishing any section and in any section of the Contract pre-establishing any section and in any section of the Contract pre-establishing any section and in any section of the Contract pre-establishing any section of the South	their employees. This section applies regardless of whether the						1 1		
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vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract of the Contractor's negligence or wilful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data canada and canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally the Contractor and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement of the court to have been the settlement agreement or determined by the court to have been the settlement agreement or determined by the court to have been the settlement agreement or as party unless its authorized representative has approved the agreement in writing. ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Court court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third party as a result of joint and several liability that relate to the infringement of a third party, including death, damages at hard party as a result of joint and several liability that relate to the infringement of a third party, including death, damages affecting a third party's real of the Work, or breach of confidentiality names on any portion of the demonstration and the contractor represents and warrants that, to the best of	tem	Description					· ·		Total TPS	l Otal
its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work. 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada,	instrument). vi. In any case, the total paragraph (v) will not exclabove) for the Contract. vii. If Canada's records of Contractor's negligence of contractor's negligence of contracts and data using the Canada is responsible for records and data. c. Third Party Claims: i. Regardless of whether Canada or the Contractor, any damages that it causes the Contract as set out in determined by a court of contract as set out in determines that the Partice that one Party is solely a The amount of the liability settlement agreement or de Party's portion of the damagreement is binding on a representative has approved ii. If Canada is required the Contractor, the Contraction of the despite paragraph (i), with consequential damages of the Contractor's portion of the contractor's portion of the contractor's portion of the contractor's portion of the contractor's portion of the contractor's portion of the contractor's portion of the contractor's portion of the contractor's portion of the contractor's portion of the contractor's portion of the contractor's portion of the contractor pay to a third paliability that relate to intellectual property of the Work; or breach of iii. The Parties are only third parties to the external contractor represits knowledge, neither it party's intellectual property work, and that Canada will any kind to anyone in contractor represits knowledge, neither it party's intellectual property of the Work, and that Canada will any kind to anyone in contractor represits knowledge, neither it party's intellectual property of the Work, and that Canada will any kind to anyone in contractor represits knowledge, neither it party's intellectual property of the Work, that Party acconcerning intellectual property the Work, that Party acconcerning intellectual property to the Work, that Party acconcerning intellectual property the Work that Party acconcerning intellectual property the Work that Party acconcerning intellectual property the Work that Party acconcerning intellectual property acconcerning intellectu	redata are harmed as a result of the willful act, the Contractor's only actor's own expense, to restore Canada's most recent backup kept by Canada. maintaining an adequate backup of its a third party makes its claim against each Party agrees that it is liable for to any third party in connection with a settlement agreement or as finally ompetent jurisdiction, where the court s are jointly and severally liable or not directly liable to the third party. y will be the amount set out in the termined by the court to have been the ages to the third party. No settlement Party unless its authorized d the agreement in writing., as a result of joint and several party in respect of damages caused by ctor must reimburse Canada by the amount urt of competent jurisdiction to be the e damages to the third party. However, h respect to special, indirect, and hird parties covered by this Section, ble for reimbursing Canada for the ose damages that Canada is required by a rty as a result of joint and several he infringement of a third party's ts; physical injury of a third party, ffecting a third party's real or; liens or encumbrances on any portion confidentiality. liable to one another for damages to the described in this paragraph c. Ty Infringement and Royalties ents and warrants that, to the best of nor Canada will infringe any third rty rights in performing or using the have no obligation to pay royalties of lection with the Work. im against Canada or the Contractor operty infringement or royalties related rees to notify the other Party in								



Gouvernement du Canada

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	according to Department of Justice Act, R.S., 1985, c. J-2, the			1					
1	Attorney General of Canada must have the regulation and conduct of			1				•	
	all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In						1 1		
1	either case, the Contractor agrees to participate fully in the						1 1		
Т	defence and any settlement negotiations and to pay all costs,			1					
ı	damages and legal costs incurred or payable as a result of the								
1	claim, including the amount of any settlement. Both Parties agree	•							
	not to settle any claim unless the other Party first approves the								
1	settlement in writing.				1				
-	3. The Contractor has no obligation regarding claims that were								
1	only made because:	•							
1	(a) Canada modified the Work or part of the Work without the			· ·	i .				
	Contractor's consent or used the Work or part of the Work without	•			1	• .	1 1		i
	following a requirement of the Contract; or	•			!		1 1		i
	(b) Canada used the Work or part of the Work with a product that					65 x 24			ļ
1	the Contractor did not supply under the Contract (unless that use	•			·	1	1 . 1		
Т	is described in the Contract or the manufacturer's			· ·	;]
Т	specifications); or			1.	1		l . l		
1	(c) the Contractor used equipment, drawings, specifications or				•				
	other information supplied to the Contractor by Canada (or by				[1 1		
ı	someone authorized by Canada); or				[1 1		ļ
1	(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the			1	į l		1 1		
1	Contracting Authority; however, this exception only applies if the				[1
1	Contractor has included the following language in its own contract				!		1 1	•	1
1	with the supplier of that equipment or software: "[Supplier name]					·			
1	acknowledges that the purchased items will be used by the				1				
	Government of Canada. If a third party claims that equipment or			1	<u> </u>		1		·
1	software supplied under this contract infringes any intellectual			1					
1	property right, [supplier name], if requested to do so by either						1	*	
	[Contractor name] or Canada, will defend both [Contractor name]								Í
1	and Canada against that claim at its own expense and will pay all			· ·	ł i	•			
	costs, damages and legal fees payable as a result of that		·		•				ļ
	infringement." Obtaining this protection from the supplier is the		,	} .					
Т	Contractor's responsibility and, if the Contractor does not do so,				[1
Т	it will be responsible to Canada for the claim.			:	[
ı	4. If anyone claims that, as a result of the Work, the Contractor				[
ļ	or Canada is infringing its intellectual property rights, the		,	1	1		<u> </u>		1
1	Contractor must immediately do one of the following:			1					1
	(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or	-		1					
	(b) modify or replace the Work to avoid intellectual property			1	[]		
Т	infringement, while ensuring that the Work continues to meet all				[-	,
Т	the requirements of the Contract; or		•	1		٠ ,			
Т	(c) take back the Work and refund any part of the Contract Price				}				
	that Canada has already paid.				[1		
1	If the Contractor determines that none of these alternatives can			1	}		1		1
	reasonably be achieved, or if the Contractor fails to take any of				1 .		[1
	these steps within a reasonable amount of time, Canada may choose	•]				1
	either to require the Contractor to do (c), or to take whatever					-	1		
			ı	1	1	ı	1		1

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.								
	ANNEX "A" : STATEMENT OF WORK								
	1. TITLE Department of Justice (Justice) - Level 3 (Senior) ERP Programmer Analyst in ABAP			-					
	2. OBJECTIVE Justice is seeking a Level 3 ERP Programmer Analysts who is required to scope, plan, design, write, implement and maintain Advanced Business Application Programming (ABAP) programs that support both new and existing functionality. ABAP is a programming language for developing applications for the SAP Application.					· .			
	The objective of the contract is to secure experienced consultants that are fully versed in the use of ABAP Programming in an IFMS/SAP environment in order to successfully execute the project objectives and/or operational requirements. The ERP Programmer Analyst will provide expert advice, leadership, coaching and support to the functional and technical IFMS teams, as well as other technical teams implicated in system integration between Justice applications and SAP solutions, as required.								7
	3. BACKGROUND Justice is a member of the Government of Canada SAP Cluster group and has initiated multiple initiatives necessary to clarify processes, establish standards and become more efficient throughout the Department.								1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	Justice is required to backfill the current FTE Abap. This FTE resource will be training and mentoring the STP Security resource. This Abap requirement is to work on Client requirements in support of the SAP IFMS System at Justice.								
	4. REQUIREMENT DESCRIPTION Tasks are centered around the maintenance of SAP based on specifications and requirements according to Justice Canada standards and guidelines.				:		-	•	
	4.1 SCOPE Justice Enterprise Applications has the need for an ERP Programmer Analyst to assist the current team with the ongoing maintenance and support of SAP. The resource will work directly with the maintenance team providing expertise in SAP and specifically ABAP development and support.	· .							
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4.2 TASKS, ACTIVITIES, AND DELIVERABLES The Contractor will undertake the following:			Code consignateire	N° de jours	Taux/Vel. limite	%TPS	Total TPS	Total
The Contractor will undertake the following:	1							
inc concluctor with unactionic the rollowing.	. }			<u> </u>				
owork with functional and technical teams to design, develop a	nd							
test functionality in the IFMS system and related modules.	· •	1		1		1 1		
oRepair or enhance existing IFMS custom development programs the	hat	· ·		ļ		1 1		
may be impacted by operational requirements or projects underwa	ay	· .		,				
or may require enhancement including the following: 1. Special Purpose Ledger (SPL) Roll-ups								1
2. PAYE/RAYE - Programs		1	1			1 1		
3. Automated Carry Forward Programs						1 1		
4. Reconciliation Tools		}		. i		1 1	•	
5. Interfaces to GC Central systems				1		1 1		
6. Interfaces to Reporting Solutions		•						Į
-Evaluate change requests and enhancement requests and provide	1.			1		1. 1		
resource requirement estimates;	-a	ļ						
-Debug new and existing functionality to determine the cause as resolution of identified errors;	ile.				٠.			ı
-Provide problem resolution assistance and support to IFMS		-				1 1		
Functional Analysts and IFMS Technical Analysts, as well as to		1						
other integrated system support analysts, as required						1 1		
-Develop and document all Requests for Change, custom developme	ent	1				1 1		
programs and forms		ŀ				'		
-Perform business analysis of functional and data requirements	1			1				1 .
associated with interfaces and associated programs.								1
-Define and document interfaces of manual and automated to automated operations within application subsystems and between	new					1		1
and existing systems.	new							
-Participate in working group sessions to determine detailed		1	}	1				
requirements and options surrounding interfaces and related	1			t				ŀ
reports and reconciliation processes.		,						1
-Provide input to and assistance for the preparation of regular	r	1				1 1		
status reports regarding Project Team activities and deliverab	les,		-					
updates to the project plan(s), as required by the project	· · ·		·	i .				
managerProvide expert advice, support and knowledge transfer to the				1				į
other members of the project team and to the IFMS Functional as	nd .					1 1	•	
technical support teams, as well as other integrated system		1		l		1 1		
support teams, as required.								
				1				!
4.3. METHOD AND SOURCE OF ACCEPTANCE	1		1	1				
All deliverables and complete wondered under any contract are		1				1		
All deliverables and services rendered under any contract are subject to inspection by the Project Authority. The Project		1						
Authority shall have the right to reject any deliverables that	are			-				
not considered satisfactory, or require their correction before	e	1		1		1		
payment will be authorized.	l .				1			1
					Į			
4.4 REPORTING REQUIREMENTS		1		1				1
The Contractor will	, and	1		1	l	'		
o Provide weekly Progress Reports identifying work completed	and			1				<u> </u>
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	work planned for completion. o Attend Progress Review Meetings. o When required make presentations to staff and stakeholders.				·				
	All reports to be provided in either Microsoft Office applications or .pdf, as directed by the Project Authority.								·
	4.5 LOCATION OF WORK, WORK SITE AND DELIVERY POINT Department of Justice 284 Wellington Street Ottawa, Ontario								
	4.6. LANGUAGE REQUIREMENTS The working languages are either English or French, all documents to be prepared in English.		·						
	4.7. JUSTICE OBLIGATIONS Justice will provide the Contractor with access to the following for the purposes of completing the work requirements of the contract. It is to be understood that all accesses and privileges, products and services shall be ended or revoked upon contract termination.								,
	o Accounts on computer network and electronic mail system; o Workstation; o Access to printer, fax machine, and photocopier; o ID card allowing access to building and floor; o Reference materials, as needed.								
	ANNEX B : BASIS OF PAYMENT								,
	1. PROFESSIONAL SERVICES	•						<u> </u>	***
	The Contractor will be paid the following firm all-inclusive per diem rate in Canadian funds, for work performed under this Contract, in accordance with Annex A: Statement of work, during the Contract period. Applicable Taxes are extra.	* ,	·						
	Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave.								
	Time worked ("Days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula: (Hours worked x applicable firm per diem rate) ÷ 7.5 hours				÷				
	-The Contractor's resource must be available to work outside standard working hours during the duration of the ContractNo overtime charges will be authorized under this Contract.								·
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	1.1 : Stream / Resource Category / Level Stream 1 / 1.3 ERP Program Analyst / Level 3								
	1.2 Consultant Name:								
	2.0 Basis of Payment								
	The contractor will be paid up to a maximum \$10,000.00 (Applicable Taxes are extra).								
	2.1 Initial contract period: November 25, 2015 to March 31, 2016 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to days								
	2.2 Option Period 1: April 1, 2016 to September 30, 2016 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to days						* A.3		
	2.3 Option Period 2: October 1, 2016 to March 31, 2017 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to days		·						
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X:	3: 613-960-4881	•	Amendment	Comret Modification	[275 SPARKS ST OTTAWA ON KII CANADA	ROOM 1101		J		DESE	murdet de cens è :
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	6.4 Term of Contract				5				
	DELETE Sub-section 6.4.1 & 6.4.2, in its entirety REPLACE with:								
1	6.4.1 Period of the Contract The Work is to be performed during the period of Contract award to September 30, 2016.		-						
	6.4.2 Option to Extend the Contract The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional 6 months period under the same terms and conditions. The one (1) remaining additional option period is as follows: Option 2: October 1, 2016 to March 31, 2017								·
	A. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment. B. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.								
	AND .					•		•	
	ANNEX B: BASIS OF PAYMENT								,
	DELETE Sub-section 1.2, in its entirety REPLACE WITH:								
1	1.2 Consultant Names Consultant 1 : Consultant 2 :								•
	AND								
١.	ANNEX B: BASIS OF PAYMENT			ı					
	DELETE Sub-section 2.0 Basis of Payment, in its entirety REPLACE WITH :								
-	2.0 Basis of Payment					****************		. 6 . 3 4 4 5	*******************
	The contractor resource 1 will be paid up to a maximum \$2,000.00 (Applicable Taxes are extra) until March 31, 2016.								
	The contractor resource 2 will be paid up to a maximum \$13,000.00 (Applicable Taxes are extra) until March 31, 2016.		İ		Talliand of the same				
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Gouvernement du Caneda s.19(1) s.20(1)(c)

Arrangement en metière d'approvisionnement relatif sux invitations à soumissionner et aux contrat

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	AND								
	ANNEX B: BASIS OF PAYMENT								
	DELETE Sub-section 2.1, 2.2 and 2.3 in its entirety REPLACE with :								İ
	2.1 Initial contract period: November 25, 2015 to March 31, 2016 Firm All-Inclusive Per Diem Rate: Estimated Level of Rffort: up to days			٠.					
	2.2 Option Period 1: April 1, 2016 to September 30, 2016 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to days								
	2.3 Option Period 2: October 1, 2016 to March 31, 2017 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to days							·	
	ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED					·			
010	SND OF AMENDMENT 001 SAP L3 ERP P.A	2015.11.25	2016.09.30	19294			13%	260.00	2,260.0
020	SAP L3 ERP P.A 502199	2015.11.25	2016.09.30	19294	<u> </u>			***	
	Schedule lines changed **Thow Remn***	2010.11.20	,	18254	,		13%	650,00	5,650.0
030	SAP L3 ERP P.A 501834 ***Generate fines changed*** ***New trans***	2015.11.26	2018.09.30	19294			13%	1,040.00	9,040.0
	Financial Codes Amount								
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	E: 416-973-5106		Contract Amendment	X Contrat Modification		ATT: ODETTE C 284 WELLINGTO OTTAWA ON KI	N EMB 3332	13-000-1	.263)		Direct inquiries to: Adresser toutes de	mandes de rens. à :
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Untess oil	ervise indicated herein by the Crown, all prices are to excise taxes. The Goods and Services Tax (GST) is	be in Consdian funds and include	applicable Canadian customs	All Invoices, shipping bills and packing slips must include the number	locis (as consai	rant dans celle cata dans toutos les factures, ssements et tous les	Factures - Remptir	et eurovet Louis	inal et deux copies à :			
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Les co	ns and Conditions sot out in SSC Supply Arrangemen ditions ligurant dans l'Arrangement en matiète d'appr orporées dans les présèntes.									т	<u>,</u>	
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	Department of Justice Stream 9: Business Con Needs Analysis and Res	sulting/Change A	lanagement, Cate	ed Contract - egory 9.7								
	PART 6 - RESULTING CON	TRACT CLAUSES										
	The following clauses contract 1927959565.	and conditions a	ipply to and for	m part of			İ					
	The Contract is not to	be used for del	iveries within	a								
Solicitation At - Å	closes - L'invitation à soumissionner prend fin lo 00:00:00	The Vendor offers services listed har an offer to set.	and egrees to sell and supply to learn and on any altached sheets at	he Minister, upon the terms and the price(s) set out therefor, Re	asponses to a requ	A herein, including the attachment uest for proposal by a potential su	s hereto, tha supplies or optier will be considered	ndior State pok Indiquar i services o	nt of manufacture/shippi le lieu de fabrication ou dolvant être rendus.	ing of goods d'expédillor	s or where service is to a des biens, ou encore	bo porformed. le lieu où les
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AIM	address of Vendor - Nam et adresse du fournisseur GROUP INC, THE 130 ALBERT ST	Name and little of Nom et titre de la	erson authorized to sign on beha sersonne autorisée à signer au no	if of Vendor (type or print) on du tournisseur (en lettres mo	xuláes)	,		En vertue sont dispo	to Section 32(1) of the defended az(1) de la conibles	rinanciai Ad koi sur hii ge (OOO kgnalure	silon des finances pub	and available.
OTTA CANA	NA ON K1P 5G4 DA			Dec.4.	2015	613 23	50 6991		mated Cost at estimatif		For the Minister - Rés	
Phon	e: 613-230-6991	Your offer	ls accepted to the	Date You are requested to supply	Т	Telephone No Nº d					583	<u> </u>
Vendor No	No.du Fournisseur Fax No No. de Télécopi	extent spe Votra office conditions	cified herein, ost acceptée aux exposées dans les	Tod als redested to supply as indicated herein. Nous yous demandons de fournir os qui est précisé dans les présentes.	Priêre d	ihe signed copy forthwith. Te retourner inmédialement de dûment signée.		evigines e		ce du prési	eni contral et qu'il l'acc	ер l е, - 1179

Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information. 日本国

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	Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually. 6.1 Security Requirements								
	The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL# 9 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of RELIABILITY, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). 2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILTY as required, granted or approved by CISD/PWGSC. 3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction. 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC. 5. The Contractor/Offeror must comply with the provisions of the: a. Security Requirements Check List and security guide (if applicable), attached at Annex B; b. Industrial Security Manual (Latest Edition).		•			·			-
	6.2 Statement of Work The work to be performed is detailed under Annex "A" Statement of								
	Work. 6.3 Standard Clauses and Conditions								
	All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.								
	6.3.1 General Conditions 2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.								·
	6.4 Term of Contract								
•	6.4.1 Period of the Contract								
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-	The Work is to be performed during the period of Contract award to March 31, 2016.								
	6.5 Authorities							:	
-	6.5.1 Contracting Authority The Contracting Authority for the Contract is: Contact Name: Garvin Suepaul Title: Contracts Management Officer Telephone: 613-960-4922 E-mail address: garvin.suepaul@justice.gc.ca			Control of the Contro					
	The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.					-			
•	6.5.2 Project/Technical Authority The Project/Technical Authority for the Contract is: Contact Name: Tracie Noftle Title: Director General, Communications Branch Company: Department of Justice Canada Address: 284 Wellington Street, EMB 3rd Floor 3-4307, Ottawa, ON, K1A OH8 Telephone: 613-957-9596 E-mail address: tracie.noftle@justice.gc.ca								,
	The Project/Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project/Technical Authority; however the Project/Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.					·		,	
	6.5.3 Contractor's Representative Contact Name: Title: Company: The AIM Group Inc. Address: 126-130 Albert Street. Ottawa, ON, K1P 5G4 Telephone: 613-230-6991 Facsimile: 613-230-7183 E-mail address: @theaimgroup.ca				-				
	6.6 Proactive Disclosure of Contracts with Former Public Servants								
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	By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.								
	6.7 Payment								
	6.7.1 Basis of Payment The Contractor will be paid in accordance with the firm hourly rate for work and services performed pursuant to this Contract, as per Annex "B" Basis of Payment.					·			
	Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.								
	6.7.2 Authorized travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work.								
	6.7.3 Limitation of Expenditure Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.								
	No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:		,						
	a) when it is 75 percent committed, or b) four (4) months before the contract expiry date, or c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.				. ".		. =		
	If the notification is for inadequate contract funds, the				L				
JUS 9200	-11 (07/2006)			Ord. Off - Bur. o 1927		An. Ser. No - N° do		Page 4	ੂੰ 16

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	Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.	-	,						
	6.8 Method of Payment								e.
	6.8.1 Monthly Payment Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if: a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b) all such documents have been verified by Canada; c) the Work performed has been accepted by Canada.								
	6.8.2 Payment by Direct Deposit Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Technical Authority the Recipient Electronic Payment Registration Request Form. The form can be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.				•		•		
	It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.				A A A PARA A A A A A A A A A A A A A A A				
	6.9 Time Verification		1		1	***************************************			
	Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.				-				
:	6.10 Invoicing Instructions				Metabolican				
	a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.				-				
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	Claims cannot be submitted until all work identified in the claim is completed.								
	b. The Contractor's involce must include a separate line item for each subparagraph in the Basis of Payment provision.								<u> </u>
	c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.								-
	d. The Contractor must provide the original and an electronic copy of each invoice to the following address:								
	Department of Justice Canada Communications Branch 284 Wellington Street, EMB 3332 Ottawa, Ontario KlA OHB Attention: Odette Charette Electronic copy to: Odette.Charette@justice.gc.ca Telephone: 613-866-1283						-		
	On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.								
	6.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices		·						
	(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.								
	(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.		•						
	6.12 Certifications Compliance								
	The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply								
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	with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.								
	6.13 Applicable Laws								
	The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.								
	6.14 Priority of Documents								
	If there is a discrepancy between the wording of any documents that appears on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list. (a) the Articles of Agreement; (b) the general conditions 2010B (2015-03-09); (c) Annex "A" Statement of Work; (d) Annex "B" Basis of Payment; (e) Supply Arrangement Number E60ZT-120001/292/ZT (the "Supply Arrangement"); and (f) the Contractor's Proposal dated November 17, 2015. 6.15 Translation of Documentation								
	The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.								
	6.16 Replacement of Specific Individuals								4
	 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. 					• .			
.· 	2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the								
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	reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.								
	3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract								
	6.17 Ownership								
	 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada. 								
	2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.			·					
	3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.		·			,			
	4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.		·	-					
	6.18 Limitation of Liability - Information management / Information Technology								
	a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the			_					
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	claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.			,					
	b. First Party Liability:								
	i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to: A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties"; B. physical injury, including death.								
	ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.	·			·				
	iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.								
	iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.	•							
	v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including: A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell	·		·					
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	titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument).									
	vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.									
•	vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.						-			
	c. Third Party Claims:									
	i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.		•				THE TREE TO SELECT THE TREE TH			
	ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality. iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c. 6.19 Intellectual Property Infringement and Royalties									
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	1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.								
	2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.								
	3. The Contractor has no obligation regarding claims that were only made because: (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by								
	someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.								
	4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the								
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Gouvernement du Canada

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	Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.							•	
	ANNEX "A" STATEMENT OF WORK								
	1. Project Title				1				
	Research, Cost-Benefit Analysis and Recommendation Way Ahead of Digital Signage at Justice Canada Head Quarters (HQ)								
	2. Project Objective					-			
	Reporting to the Manager of Corporate and Internal Communications, the Contractor will outline options to maximize digital signage (Info Screens) at Justice Headquarters as a key communications vehicle that supports the Department of Justice and the government's commitment to digital communications approaches, keeping employees informed of news and events.			-		-			•
	3. Background Statement								
	Since 2011, three television "info screens" have been operating in the reception area of the Deputy Minister's Office (DMO) and entrance areas at Justice Headquarters in Ottawa (East Memorial Building and St Andrew's Tower). The screens and their operating system, AMX-Inspire Signage Xpress, were purchased and managed by the Management Sector as a means to inform HQ employees of building-related notices. Communications Branch (CB) assumed responsibility of the screens shortly after their purchase to expand their use to draw awareness to important news and events related to departmental /government priorities, and to reinforce messages conveyed through other corporate channels. The television screens are reaching the end of their lifecycle. Both the software and hardware are also not currently supported by						-		-
	Shared Services or the Information Solutions Branch. At this								
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	juncture, it is prudent to review some options on how to maximize the impact and reach of the Info Screens to better reflect today's digital workplace and support digital approaches to communications.								
	4. Requirement Description								
	4.1. Scope of Work								
	The Contractor will perform a cost-benefit analysis and evidence-based research on info-screen software/hardware solutions as well as touchscreen and other relevant technologies available to Justice Canada. The Contractor will also research the security, accommodations, IT and Shared Services implications of these solutions in order to provide an informed recommendation on viable, affordable and sustainable technologies that can replace the current outdated Info Screens, providing increased awareness and communication impact associated with it.			·			And described to the second control of the s	-	
	To accomplish the Objective, the Contractor will: Compare Justice Canada options against best-practice use of Info Screens across the Government of Canada; Research leading edge technology options for Info Screens; Identify Resource, Human and Technical, requirements for NCR-HQ deployment; Provide detailed cost-benefit analysis of proposed options; and Provide recommendation of best option(s).								
	4.2. Tasks, Deliverables and Estimated Timelines								
	The Contractor will perform the following tasks and provide the three deliverables as listed below:	-							
	Deliverable 1: Research*								
	- A scan of Info Screen software/hardware solutions based on Other Government Departments of comparable size, operating milieus; - Research on leading edge technologies including options for touch screens; - Research on security, accommodations, IT and Shared Services implications for recommended option(s).					•			
	Tasks associated with Deliverable 1: - Meeting with Justice Canada's employees to determine how Justice Canada wants to incorporate Info Screens into their communication objectives; - Face-to-Face meetings with various Department Corporate Communications, IT, accommodations, security personnel who use Info Screens to determine best practice and lessons learned;	-			-				
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	- Internet research on latest technology options.								
	Estimated Timeline for Deliverable 1: Ten (10) days, to be completed by December 31, 2015**								
	Deliverable 2: Cost-Benefit Analysis*								
	 Cost out various options based on research findings. 								
	Tasks associated with Deliverable 2: - Cost out all resource aspects of implementation in the NCR HQ only - East Memorial Building and St Andrews Tower (FTEs, time to update, tools sustainability, etc.)								
	Estimated Timeline for Deliverable 2: Eight (8) days, to be completed by January 15, 2016**			,					
	Deliverable 3: Recommended Way Ahead*								
	Provide an informed recommendation with rationale for evidence-based executive decision making - Delivered by PowerPoint (PPT) Presentation. Finalized deck to be provided in electronic format to the Technical Authority by January 20, 2016**		THE COLUMN TO TH		-				·
	Tasks associated with Deliverable 3: - Detailed Analysis of findings measured against objectives; - Write up report in Microsoft PPT and Word doc with evidence-based recommendation.		**************************************						
	Estimated Timeline for Deliverable 3: Four (4) days, to be completed by January 29, 2016**								
	*All deliverables and services rendered by the Contractor's resource are subject to inspection by the Technical Authority. Should any deliverable(s) not be to the satisfaction of the Technical Authority, as submitted, the Technical Authority shall have the right to reject it or require correction by the Contractor's resource before payment will be authorized.	-							
	**Dates are estimates only and may be rescheduled within the Contract Period with the consent and written approval of the Technical Authority.					•			- -
	4.3. Technical Environment		1						
	The Work outlined in this contract will be carried out on the premises of the Contractor. The Contractor's resource will be required to participate in various meetings (in person or via teleconference) as needed in order to discuss deliverables and gather feedback from the Technical Authority and other applicable sources as appropriate.				-	· .			
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Gouvernement du · Canada Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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	4.4. Support Provided by Canada								
	The Contractor's resource will be provided with: - Access to resources and information required to provide support as defined within this SOW. - Access to Justice Canada's facility for meetings, as required.					-			
	4.5. Travel								
	There is no travel associated with this requirement.								
	4.6. Language Requirements							·	
	All project deliverables must be provided in English. The proposed resource must possess, at minimum, the following proficiency levels in English:								
	Oral Proficiency: Level 3+ Reading Proficiency: Level 3+ Writing Proficiency: Level 3+								
:	The description associated with the language requirement can be found at the following website: http://www.international.gc.ca/ifait-iaeci/test_lev els-naux.aspx?lang=eng								
	4.7. Location of Service Delivery								
	The work will be carried out on the premises of the Contractor.								
	4.8. Constraints								
	The Contractor will be accompanied at all times by an employee of Justice Canada when in Justice facility and will be provided with a Visitor's pass by security upon arrival at reception. The Visitor's pass must be returned to reception upon exiting the facility.								**
	ANNEX "B" BASIS OF PAYMENT								
	1. PROFESSIONAL SERVICES			j	1				•
	The Contractor will be paid the following firm all-inclusive per diem rates for work performed under this Contract, in accordance with Annex A -Statement of work, during the Contract period. Applicable Taxes are extra. Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and			-		•			
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	sick leave. Time worked ("Days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula: (Hours worked * applicable firm per diem rate) + 7.5 hours	-							
	The Contractor will be paid up to a maximum of \$22,000.00*		•						
	*In Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian Custom duties and excise taxes included.								
·	Consultant Name: Category of Personnel: Needs Analysis and Research Consultant Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to days within the contract period								
	OVERTIME WORK								
	No overtime charges will be authorized under this Contract.								
00010	Analysis & Report for the Info-Screens	2015.12.07	2016.03.31	. 19279			13%	2,860.00	24,860.00
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Requisition No. - 1000019696

Resulting Contract Clauses E60ZT-120001/501/ZT

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#9

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing
 Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved
 Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial
 Security Directorate, Public Works and Government Services Canada.
- The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
 - b. Industrial Security Manual (Latest Edition).

2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of two (2) Facilitator consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

4.General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of December 18, 2015 to January 29, 2016.

6. Authorities



Department of Justice Canada

Ministère de la Justice

Requisition No. - 1000019696

6.1 Contracting Authority

The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort
Contracting and Materiel Officer
Department of Justice Canada
284 Wellington Street - EMB Room 1239
Ottawa, ON K1A 0H8
Telephone: 613-952-2243

E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:
Marie Josée Thivierge
ADM Management & CFO Sector
Department of Justice Canada
275 Sparks Street, SAT - 9101
Ottawa, Ontario K1A 0H8
Telephone: 613-907-3704

E-mail address: marie-josée.thivierge@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

108 Duford street

Ottawa ON K1S 2C4 KIL6Z6

Telephone: 613-857-5149

Email: @dennery.ca

7. Payment

7.1 Basis of Payment

s.19(1)

s.20(1)(c)

Department of Justice

Canada

Ministère de la Justice Canada

Requisition No. - 1000019696

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$17,200.00. Customs duties are included and Applicable Taxes are extra.

Consultant:

Per Diem Rate:

plus taxes

Consultant:

Per Diem Rate:

plus taxes

Payment for the work performed shall be made on the following basis:

Activity	Estimated Le	Estimated Level of Effort /							
•									
Step I: Prepare	day	day							
Step II: Design	days								
Step III: Facilitate	days	/ days							
Step IV: Document	day	/ days							
Total:		/ days							
Professional Fees:	\$11,200	\$4,000							
Myers-Briggs Type Indicator On line tool including participant set-up, coordination and follow-ups.	\$2,000.00								
participants X per participant	\$2,000.00								
Sub-total	\$17,200.00								
HST	\$2,236.00								
TOTAL	\$19,436.00								

7.2 Limitation of Expenditure

- 1.Canada's total liability to the Contractor under the Contract must not exceed \$17, 200.00. Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a.when it is 75 percent committed, or

b.four (4) months before the contract expiry date, or

c.as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work.

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Method of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20— Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

Requisition No. - 1000019696

7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by: a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Lucie Frenette
Senior Administrative Officer
Business Centre – Corporate Services Branch
Management & CFO Sector
275 Sparks Street, SAT – 9031
Ottawa Ontario, K1A 0H8
Telephone: 613-698-8174

E-mail: lucie.frenette@justice.gc.ca

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

a. the Articles of Agreement;

- b. the general conditions (2014-09-25) 2010B General Conditions Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Supply Arrangement Number E60ZT-120001/338/ZT
- e. The Contractor's bid

12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

Requisition No. - 1000019696

15. Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

Requisition No. - 1000019696

Annexe A - Statement of Work

1. Title

Facilitation Support for the Executive Retreat

2. Objective

The objective of this contract is to provide facilitation services for the Extended Management Retreat to be held January 18 and 19, 2016.

3. Deliverable

Step I: Prepare -- Meet with ADM and lead organizer; familiarize with documentation

- Two initial meetings with leaders to agree on overall approach and clarify deliverables.
- Review documentation regarding plans and priorities in relevant areas.

Step II: Develop Detailed Design

- Develop facilitated approach, including lecturettes and group exercises
- Develop detailed agenda for the two-day retreat
- This includes the development of PPT and handouts for participants
- Submit to client for approval; integrate proposed changes
- Finalize design

Step III: Facilitate

- · Setup and facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights with clients

Step IV: Document

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Debrief after Day 1
- Synthesis Report post retreat

s.19(1) s.20(1)(c)

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AMENDMENT 001

Resulting Contract Clauses E60ZT-120001/501/ZT

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#9

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing
 Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved
 Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial
 Security Directorate, Public Works and Government Services Canada.
- The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
 - b. Industrial Security Manual (Latest Edition).

2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of two (2) Facilitator consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

4.General Conditions

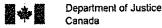
2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of December 18, 2015 to January 29, 2016.

6. Authorities



Requisition No. - 1000019696

6.1 Contracting Authority

The Contracting Authority for the Contract is:
Mélanie Beauvais-Lefort
Contracting and Materiel Officer
Department of Justice Canada
284 Wellington Street - EMB Room 1239
Ottawa, ON K1A 0H8
Telephone: 613-952-2243
E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:
Marie Josée Thivierge
ADM Management & CFO Sector
Department of Justice Canada
275 Sparks Street, SAT - 9101
Ottawa, Ontario K1A 0H8
Telephone: 613-907-3704
E-mail address: marie-josée thivierge@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

108 Duford street
Ottawa ON K1S 2C4
Telephone: 613-857-5149
Email: @dennery.ca



Department of Justice Canada

Ministère de la Justice Canada s.19(1) s.20(1)(c) Requisition No. - 1000019696

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$17,200.00. Customs duties are included and Applicable Taxes are extra.

Consultant:

Per Diem Rate:

olus taxes

Consultant:

Per Diem Rate:

plus taxes

Payment for the work performed shall be made on the following basis:

Activity	Estimated Level of Effort					
Step I: Prepare	day	day				
Step II: Design	ays					
Step III: Facilitate	days	days				
Step IV: Document	day	ays				
Total:		ays				
Professional Fees:	\$11,200	\$4,000				
Myers-Briggs Type Indicator						
On line tool including participant set-up,	ቀ2 በበ	0.00				
coordination and follow-ups. participants X per participant	\$2,000.00					
Sub-total	\$17,200.00					
HST	\$2,236.00					
TOTAL	\$19,436.00					

7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$17, 200.00. Customs duties are included and Applicable Taxes are extra.
- 2.No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- a, when it is 75 percent committed, or
- b.four (4) months before the contract expiry date, or
- c.as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work.

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Method of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20— Payment Period and Article 21—Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15)—Medium to High Complexity—Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Lucie Frenette
Senior Administrative Officer
Business Centre – Corporate Services Branch
Management & CFO Sector
275 Sparks Street, SAT – 9031
Ottawa Ontario, K1A 0H8
Telephone: 613-698-8174

E-mail: lucie frenette@justice.gc.ca

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2014-09-25) 2010B General Conditions Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Supply Arrangement Number E60ZT-120001/338/ZT
- e. The Contractor's bid

12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The. Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order

that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

15. Ownership

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- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

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The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:

- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada), or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

Annexe A - Statement of Work

1. Title

Facilitation Support for the Executive Retreat

2. Objective

The objective of this contract is to provide facilitation services for the Extended Management Retreat to be held January 18 and 19, 2016.

3. Deliverable

Step I: Prepare -- Meet with ADM and lead organizer; familiarize with documentation

- Two initial meetings with leaders to agree on overall approach and clarify deliverables.
- Review documentation regarding plans and priorities in relevant areas.

Step II: Develop Detailed Design

- Develop facilitated approach, including lecturettes and group exercises
- Develop detailed agenda for the two-day retreat
- This includes the development of PPT and handouts for participants
- Submit to client for approval; integrate proposed changes
- Finalize design

Step III: Facilitate

- Setup and facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights with clients

Step IV: Document

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Debrief after Day 1
- Synthesis Report post retreat

s.19(1) s.20(1)(c)

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Department of Justic Canada Ministère de la Justice Canada Requisition No. - 1000019696_AMD002

Resulting Contract Clauses E60ZT-120001/501/ZT

AMENDMENT 002

The purpose of this amendment is to extend the end date of the contract until March 31 $^{\sharp}$, 2016.

In order to do so:

DELETE: Section 5.1 Period of the Contract in its entirety

REPLACE WITH:

5.1 Period of the Contract

The Work is to be performed during the period of December 18, 2015 to March 31st, 2016.

All other terms and conditions remain the same.

s.19(1) s.20(1)(c)

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Title - Titre

ProServices Medium Complexity (MC) For Directed Contracts below 25K

Resulting Contract Clauses E60ZT-120001/259/ZT

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#7

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List, attached at Annex B:
 - b. Industrial Security Manual (Latest Edition).

2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of one (1) Application / Software Architect— Senior for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

4. General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of January 11, 2016 to March 31, 2016.

Page 1 of 13

s.19(1)

*

Department of Justice Canada

Ministère de la Justice Canada Requisition 1000019621

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:
Mélanie Beauvais-Lefort
Contracting and Materiel Officer
Department of Justice Canada
284 Wellington Street - EMB Room 1257
Ottawa, ON K1A 0H8
Telephone: 613-952-2243
E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:
Francisco Braga
Manager Digital Workspace
Information Solutions Branch
Department of Justice Canada
284 Wellington Street
Ottawa, Ontario K1A 0H8
Telephone: 613-868-7973

E-mail address: francisco.braga@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

Protak Consulting Group (PCG) 343 Preston Street, Suite 1100 Ottawa, Ontario, K1S 1N4 Telephone: 613-866-2449

E-mail:

@protakgroup.com

Department of Justice .

Canada

Ministère de la Justice Canada Requisition 1000019621

7. Payment

7.1 Basis of Payment - Limitation of Expenditure

7.1.1 Basis of Payment - Professional Fees

Resource:

Per Diem Rate:

Level of Effort: up to a maximum of days

7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$21,960.00. Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Method of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form

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Department of Justice Canada

Ministère de la Justice Canada Requisition 1000019621

can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20— Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is

not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2015-09-03) 2010B General Conditions Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Annex B, Security requirement check list (SRCL)
- e. Supply Arrangement Number E60ZT-120001/259/ZT
- f. The Contractor's bid dated December 29, 2015

12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

 where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

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Department of Justice Canada

Ministère de la Justice Canada Requisition 1000019621

14. Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

15. Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.



17. Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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Department of Justice Canada

Ministère de la Justice Canada Requisition 1000019621

Annex A - Statement of work

1. Title

Application Architect services for Information Repository Project.

2. Background

The Department of Justice recognizes the need for better ways to address its information risk. Through consultation and research conducted in 2011/2012, it was discovered that:

- Staff and management need modern digital tools and timely access to accurate information across Justice to do their jobs better.
- The department is heading towards an information crisis, attributed to:
 - o a focus on paper and misuse of personal storage devices
 - o IM/IT investments being made outside of an enterprise approach, leading to information silos
 - o a lack of access to modern information tools for sharing/finding/using across Justice
 - o Misunderstandings about information accountabilities and compliance requirements.
- The problem and risk increase daily by not focusing on departmental information as a strategic asset, particularly the digital information.
- In response to this risk, Justice Canada developed the "information@justice" vision that articulates the future desired state that "Justice Information lives in a sustainable digital environment". This strategy has the following objectives:
 - Managing information as a strategic departmental asset, as part of how Justice does business, using modern digital tools.
- Adoption of a digital information standard and creating a culture of a digital workplace at Justice.
- Leveraging information and technology as part of transformation for better business outcomes. The Department of Justice is now moving into the implementation of the information@justice vision. One of the keystone projects being implemented is a new "digital workspace" for the Justice, which includes:
 - Deployment of SharePoint 2013 for branches, business units, projects, meetings, and others.
 - Deployment of GCDOCS integrated with SharePoint 2013 collaborations spaces
 - o Migration of active content into SharePoint 2013 and legacy content into GCDOCS.
 - Implement business transformation through the above listed technology.

To date, the Department of Justice has implemented SharePoint functionality and is underway with the integration of GCDOCS.

3. Requirement

The company will be required to provide:

- Troubleshoot AGA related errors during transfer from SharePoint to GCDOCS
 - a. Maintaining metadata on version history
 - b. Restore whole libraries/folders at once from GCDOCS back into SharePoint
 - c. Mapping SharePoint user metadata fields to GCDOCS user metadata fields
 - d. Maintaining groups in permissions during archiving process instead of individual users
- Provide approach for automatic retention disposition post transfer from SharePoint
- Scripts to automate transfer of files from big bucket in GCDOCS to appropriate primaries as currently defined in Justice GCDOCS implementation
- Guidance to upgrade AGA to the most current version currently available
- Strategy document for future improvements (roadmap)

4. Tasks and Deliverables

4.1 General

The work will be conducted in English. Should there be translation required, formal translation will be undertaken by the department of Justice. The Contractor's resource must provide services and all deliverables in English.

5. Reporting

The consultant will be responsible for report and provide updates on a weekly basis to the technical authority

6. Primary location of work, work site and delivery point

Department of Justice 284 Wellington Street Ottawa, Ontario K1A 0H8

And/or the contractor's premises, as required and agreed upon confirmation with the technical authority in the case of creation of documentation/planning that does not involve direct work with Justice documents and sensitive information.

7. Language of work

English

8. Travel

No travel is required for this contract

9. Constraints

The consultant will be required to:

- (i) Remain within the budget allocated under this contract
- (ii) Immediately bring to the attention of the Project Authority any problem or concerns he/she may face in delivering his/her mandate.

10. Confidentiality

The Contractor will be required to sign the "Mutual Confidentiality Agreement".

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Department of Justice Canada

Ministère de la Justic Canada Requisition 1000019621

Annex B – Security Requirements Check List (SRCL)

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Professional Services Contract Contrat de services professionnels

Contract N° N° du contrat

Standing offer N° N° de l'Offre à commande

4500126833

E60ZT-120001/275/ZT

Validity Date - Période Valide

From/De: 01/11/2016 To/A: 02/29/2016

Value of contract - Valeur du contrat Tax Amount Montant de la taxe Total 22,100.00 CAD 2,873.00 CAD 24,973.00 CAD

Issuing Office Address - Adresse du bureau d'origine ISB CIO'S OFFICE DEPARTMENT OF JUSTICE CANADA ATT: CRISTINA HYDE (613-946-1359)

275 SPARKS ST ROOM 12008

OTTAWA ON KIA 0H8

Financial codes - Codes financiers

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Contact Name - Personne-ressource

Hyde, Cristina

Tel. No - N° de tel. 613-946-1359 Contractor's name and address - Nom et adresse de l'entrepreneur

SYSTEMSCOPE INC. 61A YORK ST

OTTAWA ON KIN 5T2

CANADA

Vendor - Fournisseur

101753

Contact Name - Personne-ressource

Tel. No - N° de tél. 613-230-8330

Description - Description

Senior Team

SYSTEMSCOPE FY 2015/16 January 11, 2016 to February 29, 2016
QUOTE DATED DECEMBER 16TH, 2015

IM/IT Investment Placemat Development/IM/IT prioritization

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux. Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of:

Ontario

Le contrat est administré selon les lois en vigueur dans la province suivante:

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

Signature

Signature

Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her. Ce contrat a été signé au nom de Sa Majosté la Reine Majosty the Queen in right of Canada by the duly du Chef du Canada par l'agent autorisé, authorized officer.

Telephone - Téléphone

DEC 2 & 2015

Date

Contracting Authority - Autorité contractuelle

Address - Adresse

M) AKERLE

CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in Ministre; selon les termes et conditions énumérés dans this document, the supplies and/or services listed herein at the price(s) setout therefore.

Dec 30, 15

Signature

Date

000280





Gouvernement du Canada

Sent to Symptem Scope

DEC 3 0 2015

Page: 1

Professional Services Contract Contrat de services professionnels

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500126833	
Validity Date - Période Valide	
Erom/Do: 01/11/201	16 Tald: 02/20/2016

		1						
	Value of contract - Valeur du contrat		Tax Amount Montant de la taxe		Total			
	22,100.00	CAD		2,873.00	CAD		24,973.00	CAD

Issuing Office Address - Adresse du bureau d'origine Contractor's name and address - Nom et adresse de l'entrepreneur ISB CIO'S OFFICE SYSTEMSCOPE INC. DEPARTMENT OF JUSTICE CANADA 61A YORK ST ATT: CRISTINA HYDE (613-946-1359) OTTAWA ON KIN 5T2 275 SPARKS ST ROOM 12008 CANADA OTTAWA ON K1A 0H8 Financial codes - Codes financiers Vendor - Fournisseur 18053 -3720 15 101753 Contact Name - Personne-ressource Tel. No - N° de tél. Contact Name - Personne-ressource Tel. No - Nº de tél. Hyde, Cristina 613-946-1359 613-230-8330

Description - Description
Senior Team
SYSTEMSCOPE FY 2015/16 January 11, 2016 to February 29, 2016
QUOTE DATED DECEMBER 16TH, 2015 IM/IT Investment Placemat Development/IM/IT prioritization

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of: Le contrat est administré selon les lois en vigueur dans la province suivante:

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

M. AKEIZLEN

ÐEC 242015

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Ce contract a été signé au nom de Sa Majesté la Reine Majesty the Queen in right of Canada by the duly du Chef du Canada par l'agent autorisé, authorized officer.

Signature

Signature^l

DEC 24 2015

M) AKERL

Contracting Authority - Autorité contractuelle

Telephone - Téléphone

Address - Adresse

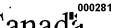
Date

Date

CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to L'entrepreneur s'engage à vendre et à fournir au the Minister, upon the terms and conditions set out in Ministre, selon les termes et conditions énumérés dans his document, the supplies and/or services listed herein at the price(s) setout therefore.

Signature





Gouvernement du Canada

Page: 3

Professional Services Contract Contrat de services professionnels

Contract N° Standing offer N° N° du contrat N° N° de l'Offre à commande E60ZT-120001/275/ZT

GENERAL CONDITIONS

The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained.

The document is available at: http://www.justice.gc.ca/eng/dept-min/cont/lfe-vl.html

CONDITIONS GÉNÉRALES

Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites, sous réserve des autres conditions contenues dans la présente.

Ce document est disponible au: http://www.justice.gc.ca/fra/min-dept/cont/vl-lfc.html

s.19(1)

Post of the property of the pr

Systemscope

December 16, 2015

Mari Akerley Chief Information Officer Justice Canada 275 Sparks Street Ottawa, Ontario K1A 0H8

Dear Ms. Akerley,

Re: Justice Canada - IM/IT Investment Placemat Development

Thank you for the opportunity to assist Justice Canada in the development of an IM/IT Investment Placemat. The purpose of the placemat is to illustrate the corporate ranking criteria and business priorities for senior management, and to demonstrate how these criteria result in the assessment/positioning of IM/IT investment projects. This will allow senior management to make key decisions and discuss potential "trade-offs" while understanding the strategic and operational implications for doing so.

We understand that the IM/IT investment placemat must be completed by February 29, 2016, assuming a start date of January 11, 2016. Systemscope will be tasked with:

- Holding a project initiation meeting with the CIO, Director of the Enterprise PMO Division and select members of their management teams to confirm scope, timeframes, key milestones, respective responsibilities on the project and other items;
- Facilitating engagement sessions with the CIO, Director of the Enterprise PMO Division and management team members on senior audience requirements, specifically the "storyline" of the placemat, desired content and visual attributes;
- Analyzing a number of placemat inputs (IM/IT strategic plans, financial criteria, etc);
- Developing placemat options from a usability and data visualization standpoint; and
- Completing draft (2 iterations maximum) and final placemats for consideration and approval.

We are proposing a senior team comprised of and for this	
assignment. s a Systemscope with over 20 years of management consu	_
experience in the federal government. He most recently led two (2) IM/IT investment placema	it
development initiatives for Transport Canada (May and November, 2015). is a	
senior consultant with Systemscope with over 10 years of consulting experience in manageme	
consulting and data visualization. She participated on the IM/IT investment placemat work wit	
and is working on an investment placemat for Agriculture and Agri-Food Canada.	•

s.19(1) s.20(1)(c)

We estimate that this work will take 22 person days of effort at the following rates:

Denis Barbeau – days @ diem Linda Forrester – days @ 00/diem

Total \$ 22,100.00

Our HST number is 123033615RT0001.

Once again, thank you for the opportunity. Please feel free to contact me if you have any comments or questions. We look forward to working with you on this exciting initiative.

Yours truly,

Cc: Katie Hammoud, Director, Enterprise PMO Division

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Gouvernement du Canada

s.19(1)

Page: 1

Professional Services Contract Amendment Contrat de services professionnels Modification au contrat

Contract N° N° du contrat 4500126833 Standing offer N° N° de l'Offre à commande

E60ZT-120001/275/ZT

Validity Date - Période Valide

From/De: 01/11/2016 To/A: 03/31/2016

Value of contract - Valeur du contrat Amendment N°.
N° de la modification Previous Total Total précédent Inc./Dec. Aug./Dim Tax Amount Montant de la taxe Total 0.00 22,100.00 2.873.00 CAD 24.973.00 CAD 001 22,100.00

Issuing Office Address - Adresse du bureau d'origine

ISB CIO'S OFFICE

DEPARTMENT OF JUSTICE CANADA ATT: CRISTINA HYDE (613-946-1359) 275 SPARKS ST ROOM 12008

OTTAWA ON KIA 0H8

Financial codes - Codes financiers

18053 -

15

3720

Contact Name - Personne-ressource Hyde, Cristina

Tel No - Nº de lét 613-946-1359 Contractor's name and address - Nom et adresse de l'entrepreneur SYSTEMSCOPE INC. 61A YORK ST OTTAWA ON KIN 5T2 CANADA

Vendor - Fournisseur

101753

Contact Name - Personne-ressource

Tel. No - N° de Iél. 613-230-8330

Description - Description

Senior Team

AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.

End date extended to March 31, 2016.

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of: Le contrat est administré selon les lois en vigueur dans la province suivante:

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

FEB 1 2 2016

Signature KiHammard Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Ce contrat a été signé au nom de Sa Majesté la Reine Majesty the Queen in right of Canada by the duly du Chef du Canada par l'agent autorisé, authorized officer.

Telephone - Téléphone

1 2 2016

Signature

Date

Contracting Authority - Autorité contractuelle

Address - Adresse

K·Hammoud

CONTRACTOR'S ACCEPTANCE - 'ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to L'entrepreneur s'engage à vendre et à fournir au the Minister, upon the terms and conditions set out in Ministre, selon les terms et conditions énumérés dans this document, les biene et/ou les services spécifiés au at the price(s) setout therefore.



Feb 22, 2016

Date

Canada Canada



Gouvernement du Canada

Page: 2

Professional Services Contract Amendment Contrat de services professionnels Modification au contrat

Contract N° N° du contrat N° N° du contrat N° N° de l'Offre à commande E60ZT-120001/275/ZT

SYSTEMSCOPE FY 2015/16 - January 11, 2016 to February 29, 2016 QUOTE DATED DECEMBER 16TH, 2015 IM/IT Investment Placemat Development/IM/IT prioritization Senior Team AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.

End date extended to March 31, 2016.

480 - 180

SYSTEMSCOPE FY 2015/16 - January 11, 2016 to February 29, 2016 QUOTE DATED DECEMBER 16TH, 2015 IM/IT Investment Placemat Development/IM/IT prioritization



Gouvernement du Canada

Page: 3

Professional Services Contract Amendment Contrat de services professionnels Modification au contrat

Contract N° N° du contrat 4500126833

Standing offer N-N° de l'Offre à commande E60ZT-120001/275/ZT

GENERAL CONDITIONS

The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained.

The document is available at: http://www.justice.gc.ca/eng/rp-pr/cp-pm/cont/lfc-vl.html

CONDITIONS GÉNÉRALES

Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites, sous réserve des autres conditions contenues dans la présente.

Ce document est disponible au: http://www.justice.gc.ca/fra/pr-rp/pm-cp/cont/vl-lfc.html







Gouvernement du Canada

s.19(1)

Page: 1

Professional Services Contract Amendment Contrat de services professionnels Modification au contrat

Contract N° N° du contrat Standing offer N° N° de l'Offre à commande 4500126833 E60ZT-120001/275/ZT Validity Date - Période Valide From/De: 01/11/2016 To/A: 05/31/2016

Amendment N°. N° de la modification Previous Total Total précédent ·Value of contract - Valeur du contrat Total Tax Amount Montant de la laxe 24,973.00 002 22,100.00 0.00 22.100.00 2,873.00 CAD CAD CAD Issuing Office Address - Adresse du bureau d'origine Contractor's name and address - Nom et adresse de l'entrepreneur ISB CIO'S OFFICE SYSTEMSCOPE INC.

DEPARTMENT OF JUSTICE CANADA ATT: CRISTINA HYDE (613-946-1359) 275 SPARKS ST ROOM 12008 OTTAWA ON KIA 0H8

Financial codes - Codes financiers 18053 -3720 15 Contact Name - Personne-ressource Tel. No - Nº de tél. Hyde, Cristina 613-946-1359

61A YORK ST OTTAWA ON KIN 5T2 CANADA Vendor - Fournisseur 101753 Contact Name - Personne-ressource Tel. No - N° de tél, 613-230-8330

Description - Description

Senior Team

AMENDMENT #2 REQUESTED BY JEAN-FRANCOIS LALONDE February 25, 2016.

End date extended to May 31, 2016.

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous-réserve-des-modalités-du-contrat-à-l'égard-de-l'exécution-des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of: Le contrat est administré selon les lois en vigueur dans la province suivante:

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

Signature

FEB 29 2016

Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Ce contrat a ete signe au nom de Sa Majesté la Reine Majesty the Queen in right of Canada by the duly du Chef du Canada par l'agent autorisé, authorized officer.

Telephone - Téléphone Contracting Authority - Autorité contractuelle

Signature M. Aker

FEB 29 2016

Date

Address - Adresse

CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to L'entrepreneur s'engage à vendre et à fournir au the Minister, upon the terms and conditions set out in Ministre, selon les termes et conditions énumérés dans this document, the supplies and/or services listed herein et document, les blens et/ou les services spécifiés au at the price(s) setout-therefore.

Feb 29, 2016 Signature Date

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Gouvernement du Canada

Page: 2

Professional Services Contract Amendment Contrat de services professionnels Modification au contrat Contract N° N° du contrat Slanding offer N° N° de l'Offre à commande 4 5 0 0 1 2 6 8 3 3 E60ZT-120001/275/ZT

AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.

End date extended to March 31, 2016.

SYSTEMSCOPE FY 2015/16 January 11, 2016 to February 29, 2016
QUOTE DATED DECEMBER 16TH, 2015
IM/IT Investment Placemat Development/IM/IT prioritization
Senior Team
AMENDMENT #2 REQUESTED BY JEAN-FRANCOIS LALONDE February 25, 2016.

End date extended to May 31, 2016.

AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.

End date extended to March 31, 2016.

SYSTEMSCOPE FY 2015/16 January 11, 2016 to February 29, 2016
QUOTE DATED DECEMBER 16TH, 2015
IM/IT Investment Placemat Development/IM/IT prioritization

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Gouvernement du Canada

Page: 3

Professional Services Contract Amendment Contrat de services professionnels Modification au contrat

Contract N°	Standing offer N°
N° du contrat	N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT

GENERAL CONDITIONS

The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained.

The document is available at: http://www.justice.gc.ca/eng/rp-pr/cp-pm/cont/lfc-vl.html

CONDITIONS GÉNÉRALES

Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites, sous réserve des autres conditions contenues dans la présente.

Ce document est disponible au: http://www.justice.gc.ca/fra/pr-rp/pm-cp/cont/vl-lfc.html

Title - Titre ("FO

include the number

indicated in this box

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée per le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/205/ZT

dans les présentes.

Amendment No -No de la modification

ivernement du ıada

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

ISB ADMINISTRATIVE SERVICES

275 SPARKS ST ROOM 12006

Signature

OTTAWA ON K1A 0H8

CANADA

DEPARTMENT OF JUSTICE CANADA

ATT: DANIELLE Y. JEAN (957-3762)

*	Government of Canada	Gouvernement du Canada	
From - Ded			Date of solicitation - Date de I
NATION RÉGION	TU, TRAIAN AL CAPITAL REGION DE CAPITALE NATIONALE LLINGTON ST		Clauses (1) and (2) below will for Les clauses 1 et 2 ci-dessous for
	ON KIA OH8		Request for proposal
	613-301-9709		Contract
FAX:	013-301-9709		Amendment
duties and exc prices GST is destination(s) : A moins d'indic de douane car	se indicated herein by the Crown, all prices are to ise taxes. The Goods and Services Tax (GST) is e included in the total estimated cost. Prices include specified herein; municipal taxes are not applicable calion contraire dans les présentes de la part de la adiens et la taxe d'accise perfinents compris. La te un TPS applicable aux prix unitaires est en sus, La un TPS applicable aux prix unitaires est en sus, La	xcluded from unit prices. GST is packing, packaging and are F.O is for provincial taxes, see the Su Couronne, tous les prix seront eless un les produits et services (T	edra as applicable to the unit B: (including all delivery charges) pply Arrangement, n monnaie canadienne, les droits PS) n'est pas comprise dans les
les frais d'emb	allage et de conditionnement et sont FAB (y compr taxes municipales ne s'appliquent pas. En ce qui	is tous les freis de livraison) aux	destinations indiquées dans les

sont incorporées dans les présentes.

143402

JUS 9200-11 (07/2006)

Date of solicitation - Date de l'i	nvitation à sour	missionner	Accounting Office Code Code du bureau comptable	Requi	isition No De	ernande Ser No - N° de sèrie	Page	1	of	13	
			19402	19402	16	9523	ļ.,		- Chargé de		_
Clauses (1) and (2) below will for es clauses 1 et 2 ci-dessous for	m part of this: It partie du doc	ument de :	Destination								
Request for proposal	D	emande de proposition	DEPARTMENT OF	JUSTICE CANAD	DA			nee at lion unless d herein.			
Contract	X c	ontrat	ATT: DANIELLE 275 SPARKS ST		7-3762)		Direct	Inquiries t	o [,]		_
Amendment	M	odification	OTTAWA ON K1A CANADA	840 0			Adres	COC	demandes de ONETU , 1 -301-97(TRAIAN	
applicable Canadian customs	All invoices, and packing		umèro figurant dans celle case ilre indiqué dans toutes les factures,	Invoices - Original and two Factures - Remptir et enve						***************************************	_

no los laxes provinciales, voir l'Arrangement en matière Inc /Decs - Aug /Dim, Revised Value - Montant Révisé

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remptacer. 2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/205/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document

From - De To-À Consignee Code No. of Days Fees Nat Limit GST% **GST Total** Description Total Y-A M D-J Y-A M D-J Article Code consignataire Nº de jours Taux/Val. limite %TPS **Total TPS** CONTRACT DOCCUMENTS The following documents shall form part of this contract: 1) The ProServices Supply Arrangement Number E60ZT-120001/205/ZT, included all clauses terms and conditions. 2) The Vendor Submission entitled ''ProServices - Level 3 Programmer/Analyst' dated December 14,2015.

lous les connaissements et tous les

Previous Value - Valeur précédente

bordereaux d'accompagnement

1940269523

Solicitation closes - L'invitation à soumissionner prend fin le State point of manufacture/shipping of goods or where service is to be performed Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as At - Å 00:00:00 Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dens les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annaixe aux présentes, au ou aux prix indiqués. Les réponses à une damande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vante. On - Le Destination F O.B. Point - Point FAB Pursuant to Section 32(1) of the Financial Administration Act, funds are available Name and address of Vendor - Nom et adresse du fournisseur Name and title of person authorized to sign on behalf of Vendor (type or print)

Nom et litre de la personne authorisée à signer au nom du fournisseur (en lettros moulées) En vertue de l'article 32(1) de la loi sur la gealion des finances publiques des fonds 14C CONSULTING INC. 201-1283 TERON ROAD Date Signature KANATA ON K2K 0J7 Total Estimated Cost Coût global estimatif For the Minister - Reserve au Ministre CANADA Date January II. 20 Mephone No. - Nº de léléphone \$ 38,808.72 Phone: 613-271-6421 Signature The Vendor hereby accepts/ack Your offer is accepted to the You are requested to supply Le fournisseur reconnait par les et qu'il l'accepte extent specified herein. Return the signed copy forthwith, as indicated herein. Votre offre est acceptée aux Nous vous demandons de Prière de relourner immédialement Vendor No.- No.du Fournisseur Fax No.- No de Télécople conditions exposées dans les fournir co qui est précisé une copie dúmant signée. présentes.



Gouvernement du Canada

	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val, limite	GST% %TPS	GST Total Total TPS	Total
3)	The Annexes of the Contract.								
CO	NTRACT CLAUSES							1	,
Th	e present Contract is not to be used for deliveries within a mprehensive Land Claims Settlement Area (CLCSA).	:							
pr	e following clauses and conditions apply to and form part of the esent contract resulting from the bid solicitation number 00019523:							 	
1	Security Requirements				,				
l nr	e following security requirements (SRCL and related clauses ovided by ISP) apply and form part of the Contract. SECURITY QUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19		. ,						
ho	The Contractor/Offeror must, at all times during the rformance of the Contract/Standing Offer/Supply Arrangement, ld a valid Facility Security Clearance at the level of SECRET, sued by the Canadian Industrial Security Directorate (CISD), blic Works and Government Services Canada (PWGSC).							4	
PR	The Contractor/Offeror personnel requiring access to COTECTED/CLASSIFIED information, assets or sensitive work site(s) as EACH hold a valid personnel security screening at the level SECRET as required, granted or approved by CISD/PWGSC.								
PR an	i. The Contractor/Offeror MUST NOT remove any NOTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made ware of and comply with this restriction.								
i v aw	. Subcontracts which contain security requirements are NOT to be warded without the prior written permission of CISD/PWGSC.								
v. a. ap	Security Requirements Check List and security guide (if oplicable), attached at Annex B;								
2	Statement of Work								
Pr Ju su	nis bid solicitation is being issued for the requirement of cofessional Services Programmer/Analyst for the Department of istice under the ProServices Supply Arrangement (SA) method of apply. The work to be performed is detailed under Appendix "A" catement of Work.								
3	Standard Clauses and Conditions								
0-11 (07/2	20061		L	·	Requisition No	o, - Demande An. Ser, No - N° de	I	Page 2	of 13



Gouvernement du Canada

	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Nal. Limit TauxNal. limite	GST% %TPS	GST Total Total TP\$	Total
	All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisiti								
	on-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.								
	3.1 General Conditions			***************************************	on the				
***************************************	2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.								
	4 Term of Contract	-							
	4.1 Period of the Contract		-						
	The Work is to be performed during the period from January 15,2016 to March 31, 2016.				,				
	4.2 Option to Extend the Contract		the control of the co				1		
	The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two(2) additional months under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.								
	Canada may exercise this option at any time by sending a written notice to the Contractor at least five(5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.			and to secure the second secon	•				
İ	5 Authorities			-					
	5.1 Contracting Authority								
	Contact Name: Traian Coconetu Title: Senior Contracting Officer Telephone: 613-301-9709 E-mail address: traian.coconetu@justice.gc.ca								
	Department Name and Address: Department of Justice Canada 284 Wellington Street, EMB 1251								
	Ottawa, Ontario K1A 0H8 Canada								

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	Description ·	From - De Y-A M D-J	To - Å Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees (Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.								
	5.2 Project/Technical Authority								
	Contact Name: Odile Le-Do Title: A/Manager iCase Development and Support Telephone: (613) 302-3549 E-mail address: Odile.Le-Do@justice.gc.ca								
	Department Name and Address: Department of Justice Canada 275 Sparks Street, TSA 12052 Ottawa, Ontario K1A OH8 Canada								
	The Project/Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project/Technical Authority; however the Project/Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.								
	5.3 Contractor's Representative								
	Contact Name: Telephone:613-614-9398 E-mail address: 3i4c.com								
	6 Proactive Disclosure of Contracts with Former Public Servants								
	By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.		•						
	7 Payment								
	7.1 Basis of Payment								
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	The Contractor will be paid the following firm all-inclusive per diem rates for work performed under this Contract, in accordance with Annex A -Statement of work, during the Contract period. Applicable Taxes are extra.							·	
	7.1.1 Period of the Contract (From January 15,2016 to March 31,2016)		e production of the control of the c						
	Resource : Per Diem Rate: Level of Effort: up to a maximum of days								
	7.1.2 Option to Extend the Contract (From April 1,2016 to May 31,2016)							· .	
	Resource : Per Diem Rate: Level of Effort: up to a maximum of days		And the second s						
	Definition of a Day/Proration for the purpose of this Contract:								
	A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave.								
	Time worked ("Days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula: (Hours worked * applicable firm per diem rate) ÷ 7.5 hours.								
	Overtime work								
	The proposed resource must be available to work outside standard working hours during the duration of the Contract. No overtime charges will be authorized under this Contract.		·					· ·	
	Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.								
1	7.2 Authorized travel and Living Expenses								
	Canada will not pay any travel or living expenses associated with performing the Work.								:
	7.3 Limitation of Expenditure								
	Canada's total liability to the Contractor under the Contract must not exceed \$ 34,344.00. Customs duties are included and Applicable	•							
0-1	1 (07/2006)			Ord, Off - Bur. 6 1940		An. Ser. No - Nº de		Page 5	of 13



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Taxes are extra. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the contracting and the contract expiry date, or considers that the contract funds provided are inadequate for the contract expiry date, or considers that the contract funds provided are inadequate for the contract funds, the contract comes first. If the notification is for inadequate contract funds, the contraction of the work of the contraction of the contraction of such information by the Contractor does not increase Canada's liability. 8 Method of Payment 8.1 Monthly Payment 2.2 Mayment provisions of the Contraction of such information by the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contraction of the cont					1			1		
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b) four (4) months before the contract expiry date, or c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability. 8 Method of Payment 8.1 Monthly Payment Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if: a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b) all such documents have been verified by Canada; c) the Work performed has been accepted by Canada; c) the Work performed has been accepted by Canada. 8.2 Payment by Direct Deposit Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Bigher Complexity, Services (2014-09-25) forming part of this Contract To complete on amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipent Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice	t b A	hat would result in Canada's total liability being exceeded efore obtaining the written approval of the Contracting uthority. The Contractor must notify the Contracting Authority in								
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A IOTIONS!	P 2 f T m R	eriod and Article 17 - Interest on Overdue Accounts, set out in 035 General Conditions - Higher Complexity, Services (2014-09-25) orming part of this Contract. o complete or amend a direct deposit registration, the Contractor ust complete and submit to the Contracting Authority the ecipient Electronic Payment Registration Request Form at Annex D.					;			
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	<pre>internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.</pre>						,		And a subsection of the control of t
	It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.	•						•	
	9 Time Verification								
	Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.								
	10 Invoicing Instructions								
	a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.				,			;. !	
	b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.								
	c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.								
	d. The Contractor must provide the original and an electronic copy of each invoice to the following address:								÷
	Department of Justice Canada ISB Internal Services 275 Sparks Street, Room 12006 Ottawa, Ontario KIA 0H8 Attention: Electronic copy to: admin.services-isb@justice.gc.ca							·	
	On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.		:						
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	11 No Responsibility to Pay for Work not performed due to Closure of Government Offices								l
	(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.								
	(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.					·		·	
	12 Certifications Compliance								
	The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract.					·			
	If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.								
	13 Applicable Laws								I
	The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.			1			:	:	
	14 Priority of Documents								I
	If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.								
	(a) the Articles of Agreement; (b) the general conditions 2010B (2015-03-09); (d) Annex A, Statement of Work; (e) Annex B, Basis of Payment (f) Annex C, Security Requirements Check List; (g) Supply Arrangement Number E60ZT-120001/205/ZT (the "Supply								
JUS 920	(b) the general conditions 2010B (2015-03-09); (d) Annex A, Statement of Work; (e) Annex B, Basis of Payment (f) Annex C. Security Requirements Check List;			Ord. Off - Bur, of 1940	ieman.	Yr	ilion No Demande Yr An. Ser. No - N° d 1.6 952	Yr An. Ser. No - N° de série	Yr An. Ser. No - N° de série



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	Description :	From - De Y-A M D-J	Á - oT L-Q M A-Y	Consignee Code Code consignataire	No of Days N° de jours	Fees Val. Limit TauxVal_limite	GST% %TPS	GST Total Total TPS	Total
	Arrangement"); and (h) the Contractor's bid dated December 14,2015.								
	15 Translation of Documentation								
	The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.								
1	16 Replacement of Specific Individuals								
	1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.								
	2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.								
	3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract					·			
	17 Ownership								
	1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.				*				
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2. However if any payment is made to the Contractor for or on account of any Mork, either by way of progress or milestone such payment being made. This transfer of ownership, does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor is to shigation to perform the Work and does not relieve the Contract to shigation to perform the Work and does not relieve the Contract to shigation to perform the Work and does not relieve the Contract to shigation to perform the Work and does not relieve the Contract to shigation to perform the Work and does not relieve the Contract to shigation to perform the Work until it is delivered to Canada in accordance with the Contractor any subcontractor. 4. Upon transfer of ownership to the Work or any part of the Work caused by the Contractor must, if requested by Canada, establish to Canada, the Contractor must, if requested by Canada, establish to Canada, statisfaction that the title is free and clear of all claims, liens, attachments, charges encubrances the necessary to perfect the title that Canada may require. 18 imitation of hiability - Information meanagement/Information Technology 2. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of contractor is not liable to Canada with respect to the performance of or or failure to perform the Contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or or failure to perform the Contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or or failure to perform the Contract tort is folly liable for indirect, special or consequential damages to the extent described in this damages. 5. First Perty Liable for all damages to Canada, including indirect, special or consequential damages caused by the Contractor breaches the section entitle			 ,		 	, , , , , , ,		,
account of any Work, either by way of progress or milestone payments, that work paid for by Canada berrip does and constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract. 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work can yet of the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor. 4. Upon transfer of ownership to the Work or any part of the Work to Canada's, the Contractor must if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all Contractor must execute any conveyences and other instruments necessary to perfect the title that Canada may require. 18 inmitation of hisbility - Information management/Information Technology 2. Any reference in this section to damages caused by the Contractor also includes damages and representatives, and any of their employees. This section applies regordless of whether the Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this displayed damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Atticle, even if it has been made aware of the potential for those damages. b. First Party Liability; liable for all damages to Canada, in the Contractor's performance or failure to perform the Contractor that relate to; A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled 'Intellectual Propetty Infringement and Royalties', B. Division of the Contract direct damages affecting real or tangible personal property owned, possessed, or occupie	ltem Adirle	Description		(*				Total
responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Cor any loss or damage to any part of the Work caused by the Contractor any subcontractor. 4. Upon transfer of ownership to the Work caused by the Contractor but it is the contractor but, if requested by Canada, establish to Canada, the Contractor must, if requested by Canada, establish to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require. 18 Limitation of Limbility - Information management/Information Technology a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies respect to the perform the Contractor is not liable to Canada with respect to the perform the Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract pre-establishing any special or consequential damages to the extent described in this section and in any section of the Contract pre-establishing any special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages. b. First Party Liablity: i. The Contractor is fully liable for all damages caused by the Contract or is performance or failure to perform the Contract that relate to: A. any infringement of intellectual property rights to the extent Except VIII infringement and Royal itse. It is the Contractor is siable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.		account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work						
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iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.								
iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.								
v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:						4		
A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and								
B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument).								
vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.								
vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.								
c. Third Party Claims:								
i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally								-



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determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.					-			
ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.		·					• .	
iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.								
19 Intellectual Property Infringement and Royalties 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.								
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.								
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Gouvernement du Canada

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

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	3. The Contractor has no obligation regarding claims that were only made because:								Marga 4,544
	(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or								
	(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or								
	(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or					•			
	4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:								
	(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or							in the second se	
	(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or								
•	(c) take back the Work and refund any part of the Contract Price that Canada has already paid.								
	If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.		-						
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Released under the Access to Information Act / Divulgé(s) en vertu de la Loi sur l'accès à l'information.

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CONTRACT SPECIFICATIONS

The following clauses and conditions apply to and form part of the resulting contract:

1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract:

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
- 1.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.4 The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List attached at Annex B;
 - b. Industrial Security Manual (Latest Edition).

2. Statement of Work

This Contract is being issued for the requirement of Facilitation Professional Services for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

The period of the Contract is from date of Contract to March 31, 2016 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kayla Pordonick Senior Contracting Officer Department of Justice Canada 284 Wellington Street, Ottawa ON, K1A 0H8 Telephone: 613-948-2525

Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Elizabeth Hendy Director General, Programs Branch Department of Justice Canada 284 Wellington Street, Ottawa ON, K1A 0H8

Telephone: 613-957-4344

Email: Elizabeth.Hendy@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Telephone: 613-236-333

Email: @lansdowne.com

6. Payment

6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$3,000.00. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7. Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

8. Accounts and Audit

- 8.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 8.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 8.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 8.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

9. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

10. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- 10.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- 10.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

11. Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

12. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

13. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2015-09-03) Professional Services (Medium Complexity).
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List;
- (e) Supply Arrangement Number E60ZT-120001/458/ZT; and
- (f) the Contractor's bid dated January 20, 2016.

14. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

15. Replacement of Specific Individuals

- 15.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 15.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 15.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that

the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

16 Ownership

- 16.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 16.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 16.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 16.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

17. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

ANNEX A - STATEMENT OF WORK

The facilitator(s) will deliver a half-day workshop for the Programs Branch on February 2, 2016. The purpose of the workshop to develop a "Storyline" for the Programs Branch by engaging employees in a number of activities and dialogue to gain a better understanding of each Directorates contribution to the Branch, and how the Branch forms a valuable part of "Canada's Legal Team".

The facilitator will:

- Work in collaboration with the Programs Branch Planning Committee to confirm ideal workshop outcomes, and design the agenda for the workshop, including its process and methodology.
- Deliver an energized half-day workshop in English and French, using a collaborative approach, ensuring that the workshop achieves the desired outputs.
- Ensure a variety of applications are experienced by participants, including 'LEGO Serious Play' and guide discussions based on emerging themes or areas requiring deeper discussion.
- Following the workshop, provide the Programs Branch Planning Committee with a workshop summary in a visual format.
- Provide the Programs Branch with a post-event satisfaction survey that can be customized.
- Administer the survey and provide a copy of the report from the online survey tool.

Deliverables:

- · Finalized workshop overview and agenda
- Experiential workshop using 'LEGO Serious Play'
- Draft and Final Workshop summary in visual format
- Post Event satisfaction survey and results

Title - Titre

000310

s.19(1) s.20(1)(c)

Government of Canada
Canada

143512 JUS 9200-11 (07/2006)

Signature

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Department of Justice Canada

Ministère de la Justice Canada Requisition 1000019943

ProServices Medium Complexity (MC) For Directed Contracts below 25K

Resulting Contract Clauses E60ZT-120001/786/ZT

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level SECRET as required, granted or approved by CISD/PWGSC.
- The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - Security Requirements Check List and security guide (if applicable), attached at Annex B;
 - b. Industrial Security Manual (Latest Edition).

2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of one (1) ERP Functional Analyst – Intermediate for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

4. General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.



Department of Justice

Ministère de la Justice Canada

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5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of February 2, 2016 to March 31, 2016.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street - EMB Room 1257 Ottawa, ON K1A 0H8

Telephone: 613-952-2243

E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is: Claudie Besner Manager Financial System, FPB Management Sector Department of Justice Canada 284 Wellington Street Ottawa, Ontario K1A 0H8 Telephone: 290-0181 E-mail address: claudie.besner@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being

carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

111 Duke Street, Suite 3600 Montreal (Quebec) H3C 2M1 Telephone: 613-858-2788

E-mail:

@beyondtechnologies.ca

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s.19(1)

s.20(1)(c)

4

Department of Justice Canada

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7. Payment

7.1 Basis of Payment - Limitation of Expenditure

7.1.1 Basis of Payment - Professional Fees

Resource

Per Diem Rate:

Level of Effort: up to a maximum of

davs

7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$21,250.00. Customs duties are included and Applicable Taxes are extra
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

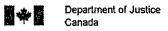
7.3 Method of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.



Requisition 1000019943

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20— Payment Period and Article 21 – Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Involcing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the

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Department of Justice Canada

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evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2015-09-03) 2010B General Conditions Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Annex B, Security requirement check list (SRCL)
- e. Supply Arrangement Number E60ZT-120001/786/ZT
- f. The Contractor's bid

12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

 where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.



14. Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

15. Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract

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17. Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

Requisition 1000019943

Annex A - Statement of work

1. Title

ERP Functional Analyst Level 2 - Sales Distribution Module (SAP)

2. Objective

Create a Working Prototype (in SBX) to accommodate the New Advance Billing Model in regards with the Legal Service Review Wave II for Cost Recovery starting at the Department of Justice in 2016-2017

3. Requirement

The scope of the work will include the addition of a new business requirement for the Cost Recovery Process at Justice. In addition of the current process (monthly billings), now, advance billing will be performed for clients above \$200k (yearly forecast). Billings will be done 3 times a year (50% in May, 40% in August and 10% in Nov). The revenue will be recognized monthly against actual costs.

4. Tasks and Deliverables

- Identify, evaluate, recommend and implement SAP configuration solution(s) to support advance billing for identified clients under the advance billing regime.
- Identify, evaluate, recommend and implement SAP configuration solution(s) to support
 the generation of advance billing journal entry transactions the clients above \$200k.
 (prepaid)
- Identify, evaluate, recommend and implement configuration solution(s) to support the Cost Recovery Recognized Revenue Process for clients above \$200K.
- Identify, evaluate, recommend and implement SAP configuration solution(s) to support the Monthly Billing Process for FI invoices for clients over \$200K

5. Deliverables and Acceptance Criteria

- Configuration and testing to be completed by March 31st in Sandbox for new fiscal year starting April 1st, 2016
- Documentation of all steps for configuration and development to allow Justice to reproduce work in the Department of Justice IFMS landscape.

6. Access to Systems

The Contractor will be given access to SAP system including all landscapes

7. Primary location of work, work site and delivery point

Department of Justice 284 Wellington Street Ottawa, Ontario K1A 0H8

Page 8 of 13

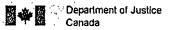


Department of Justice

Ministère de la Justice Canada Requisition 1000019943

8. Travel

No travel is required for this contract



Ministère de la Justice

Requisition 1000019943

Annex B – Security Requirements Check List (SRCL)

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Ministère de la Justice

Requisition No. - 1000020101

Resulting Contract Clauses E60ZT-120001/501/ZT

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#9

- 1. The Contractor must, at all times during the performance of the Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
- The Contractor personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadlan Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED Information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC
- The Contractor must comply with the provisions of the:
 - Security Requirements Check List and security guide (if applicable), attached at Annex B; Industrial Security Manual (Latest Edition).

2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of two (2) Facilitator consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

4.General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of February 12, 2016 to March 31st, 2016.

Ministère de la Justice

Requisition No. - 1000020101

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is: Beverly Charette Director of Contracting and Materiel Management Department of Justice Canada Ottawa. ON K1A 0H8

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is: Michel Brazeau Director General Human Resource Department of Justice Canada 275 Sparks Street, SAT - 9101 Ottawa, Ontario K1A, 0H8 Telephone: 613-941-1867 E-mail address: michel brazeau@justice.qc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

108 Duford street Ottawa ON K1S 2C4 Telephone: 613-857-5149 Email: @dennery.ca

7. Payment

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$8,837.50 Customs duties are included and Applicable Taxes are extra.

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s.19(1) s.20(1)(c)

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Ministère de la Justio Canada Requisition No. - 1000020101

Consultant: D. Dennery

Per Diem Rate: \$1,600.00 plus taxes

Consultant; M. Domagalski Per Diem Rate: \$925 plus taxes

Payment for the work performed shall be made on the following basis:

Activity	Estimated Level of Effort					
Step I: Prepare	day					
Step II: Design	day					
Step III: Facilitate	days	days				
Step IV: Document	day	days				
Total:	days	days				
Professional Fees:	\$5,600.00	\$3,237.50				
Sub-total	\$8	,837.50				
HST		.148.87				
TOTAL		.986.37				

7.2 Limitation of Expenditure

- 1.Canada's total liability to the Contractor under the Contract must not exceed \$8,837.50. Customs duties are included and Applicable Taxes are extra.
- 2.No increase in the total liability of Canada or In the price of the Work resulting from any design changes, modifications or Interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contractorg Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a when it is 75 percent committed, or

b.four (4) months before the contract expiry date, or

c.as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first

 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability. Department of Justi Canadia Ministère de la Justio Canada

7.3 Method of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract If:

 a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

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- b. all such documents have been verified by Canada:
- c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 -- Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.go.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20- Payment Period and Article 21 interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

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Department of Justice Canada Ministère de la Justice Canada Requisition No. - 1000020101

7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Involcing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:
a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address;

Solange Labbé Administrative Assistant Human Resources Branch 276 Sparks Street, SAT – 9031 Ottawa Ontario, K1A 0H8 Telephone: 613-946-7476 E-mail: solange.labbe@justice.gc.ca

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compilance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the taws in force in Ontario.

Canada

Ministère de la Just Canada

11. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

a. the Articles of Agreement;

- b. the general conditions (2014-09-25) 2010B General Conditions Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Supply Arrangement Number E60ZT-120001/501/ZT
- e. The Contractor's bid

12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

where the material developed or produced consists of material subject to copyright, with the
exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals

- If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
- (a) the name, qualifications and experience of the proposed replacement, and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

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Department of Justice Deneda Ministère de la Justin Canada Regulation No. - 1000020101

16. Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. Intellectual Property Infringement and Royalties

- The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that Infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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Department of Justice Canada Ministère de la Justice

Requisition No. - 1000020101

Annexe A - Statement of Work

TITLE

Design and facilitation support for the Human Resources Branch Executive Retreat to be held on February 16^{th} and 17^{th} , 2016

2 OBJECTIVE

Facilitate in-depth conversations about the impact of change on staff and service operations, as well as priorities for your business transformation for the coming year.

3 BACKGROUND STATEMENT

The Human Resources Branch is organizing an executive retreat focused on Leadership in Service Excellence. This retreat is key to bringing the extended management team up to date regarding organizational changes and aligning team efforts to deliver on priorities for the coming year.

4 REQUIREMENT DESCRIPTION

Provide design and facilitation at a Human Resources Executive Retreat February 16 and 17, 2016.

4.1 Scope

Preparation:

Meet lead organizers; familiarize with documentation

Design:

- Develop facilitated approach for Change Management
- Provide overall advice on the Agenda.
- Development/adaptation of meeting materials and handouts

Facilitate:

- · Facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights

Document:

- · Familiarization with background plans/reports
- Detailed note taking during the retreat
- Synthesis Report post retreat

4.2 Tasks / Detailed Services

Step I: Prepare - Meet with lead organizers; familiarize with documentation

- Two meetings with leaders to agree on overall approach and clarify deliverables.
- Review documentation regarding plans and priorities in relevant areas.

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Step II: Design

- Develop facilitated approach for Change Management and Simple Rules
 components
- · Provide overall advice on the 2 day Agenda.
- This includes the development/adaptation of meeting materials and handouts for participants for the components.

Requisition No. - 1000020101

Step III: Facilitate

- Facilitation of the two-day retreat
- . Debrief after Day 1 and review of highlights with clients

Step IV Document

- · Familiarization with background plans/reports
- . Detailed note taking during the retreat
- · Synthesis Report post retreat

4.3 Deliverables and Acceptance Criteria

Step I: Prepare -- Meet lead organizers; familiarize with documentation

- Two meetings (1 teleconference and 1 in person) with leaders to agree on overall approach and clarify deliverables.
- · Review documentation regarding plans and priorities in relevant areas.

Step II: Design

- Develop facilitated approach for Change Management and Simple Rules components.
- Provide overall advice on the 2 day Agenda,
- This includes the development/adaptation of meeting materials and handouts for participants for the components.

Step III: Facilitate

- · Facilitation of the two-day retreat
- . Debrief after Day 1 and review of highlights with clients

Step IV Document

- · Familiarization with background plans/reports
- Detailed note taking during the retreat
- · Synthesis Report post retreat

1.4 Language Requirements

- · Facilitation services will be provided in both official languages
- Meeting materials and handouts will be bilingual
- Synthesis Report post retreat will be prepared in English

4.5 Location of Service Delivery

Ottawa, Ontario (National Capital Region

Page 10 of 10

Total

24,408.00

Government of Canada

d'approvisionnement.

Item

Article

00010

Gouvernement du Canada

Description

Your offer is accepted to the

Votre offre est acceptée aux

conditions exposées dans les présentes.

s.19(1) s.20(1)(c)

Supply Arrangement Solicitation/Contract rangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrat

No. of Days

N° de jours

Fees Nal, Limit

Taux/Val. limite

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

GST%

%TPS

13%

GST Total

Total TPS

2,808.00

Title - Titre

Consignee Code

Code consignataire

19294

Canada		Arrangement en ma	atiere d'approvisionnement	relatif aux invitations a soumissionner et aux cor	ntrats
om-Ded PORDONICK, KAYLA	Date of solicitation - Date de l'ir	nvitation à soumissionner	Accounting Office Code Code du bureau comptable	Requisition No Demande Ord. Off - Bur. deman. Yr An. Ser. No - N° de série	Page 1 of 1
ATIONAL CAPITAL REGION RÉGION DE CAPITALE NATIONALE			Destination .	19294 16 0112	Inspection Agency - Chargé de l'inspection
284 WELLINGTON ST DTTAWA ON K1A OH8 CANADA	Request for proposal	Demande de proposition	DEPARTMENT OF	JUSTICE CANADA	Consignee at Destinataire au point destination unless specified herein. si indiqué ci-bas.
PHONE: 613-946-9012 FAX:	REGION E NATIONALE Request for proposal Contract Contract Amendment Amendme	Direct inquiries to: Adresser toutes demandes de rens. à : PORDONICK, KAYLA 613-946-9012			
ities and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices	s. GST is extra as applicable to the unit d are F.O.B. (including all delivery charges)	and packing slips must doi être indiq include the number tous les conr indicated in this box bordereaux of	ué dans toutes les factures, aissements et tous les l'accompagnement.	Factures - Remplir et envoyer l'original et deux copies à : DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA	
douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et se	ervices (TPS) n'est pas comprise dans les s le coût total estimatif. Les prix comprennent ison) aux destinations indiquées dans les		Previous Value - Valeur précédente Revised Value - Montant Révisé	275 SPARKS ST ROOM 11014	;-941-
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The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
 Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

Fax No.- No. de Télécopie

613-249-3996

L3 Enterprise Architect

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/259/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document. Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/259/ZT sont incorporées dans les présentes.

You are requested to supply as indicated herein.

Nous vous demandons de fournir ce qui est précisé dans les présentes.

Financial Codes Codage financier 0130-19090-15-502291-3	720 -4070	Amount Montant 21,600.00				
The currency of this P. Solicitation closes - L'invitation à soumissionner prend fin le			t cut beroin including the attachments heretach	o the supplies and/or St	ate point of manufacture/shipping of	goods or where service is to be performed.
At - Å 00:00:00	an offer to sell.	tell and supply to the Minister, upon the terms and conditions se attached sheets at the price(s) set out therefor. Responses to a		se	diquer le lieu de fabrication où d'expervices doivent être rendus.	édition des biens, ou encore le lieu où les
On - Le	deux, énumérés dans les présente fournisseur éventuel seront consid	vendre au Ministre, aux conditions stipulées dans les présente se et dans toute annexe aux présentes, au ou aux prix indiqués. lérées comme des offres de vente.	s et dans les documents ci-joints, les biens o Les réponses à une demande de proposition			Destination
Name and address of Vendor - Nom et adresse du fournisseur PROTAK CONSULTING GROUP INC 1100-343 PRESTON ST	Name and title of person authorize	ed to sign on behalf of Vendor (type or print) sée à signer au nom du fournisseur (en lettres moulées)		so	ont disponibles PR (CC) Signatu	
OTTAWA ON K1S 1N4 CANADA		02/25/2016	613.866.2449		otal Estimated Cost out global estimatif	F (I Min) B (Min) Min (Min
Phone: 613-866-2449		Date	Telephone No N° de télép	phone	\$ 24,408.00	

From - De

Y-A M D-J

2016.02.25 | 2016.03.31

Return the signed copy forthwith.

Prière de retourner immédiatement une copie dûment signée.

To-À

Y-A M D-J

Vendor No.- No.du Fournisseur

4

Department of Justice

Ministère de la Justice

Contract # 1929460112 Protak Consulting Group Inc.

CONTRACT SPECIFICATIONS

1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.5 The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List, attached at Annex B;
 - b) Industrial Security Manual (Latest Edition).

2. Statement of Work

This Contract is being issued for the requirement of Professional Services of an Enterprise Architect to assist with gaining a better understanding of the current search configuration and develop a strategy/plan to gain operational efficiencies for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Annex A - Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 Integrity Provisions – Contract, of General Conditions 2010B incorporated by reference above is deleted in its entirety and replace with the following:

- 31 Code of Conduct and Certifications
- 1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
- 2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following: a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies; b) corruption, collusion, bidrigging or any other anti-competitive activity in the procurement process.
- 3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following: a) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or b) paragraph 80(1)(d)

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Ministère de la Justice Canada Contract # 1929460112 Protak Consulting Group Inc.

(False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

- 4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly: a) either one controls or has the power to control the other, or b) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.
- 5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.
- 6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

3.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

- Mike Maadarani

3.3 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex C, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2016 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is: Kayla Pordonick
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-948-2525
Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:
Francisco Braga
Manager – Digital Workspace
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-868-7973
Email: Francisco.Braga@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes

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s.19(1)

s.20(1)(c)

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to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

Contractor's Representative 5.3

Telephone: 613-866-2449

Email:

@protakgroup.com

6. **Payment**

Basis of Payment - Firm Per Diem Rate 6.1

The Contractor will be paid the firm per diem rate as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Resource: Mike Maadarani

Category: Senior Application/Software Architect

Firm Per Diem Rate: \$1,200.00

Estimated Level of Effort: up to a maximum of 18 days

Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.3 **Limitation of Expenditure**

- Canada's total liability to the Contractor under the Contract must not exceed \$21,600.00. Customs duties are 6.3.1 included and Applicable Taxes are extra.
- No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a) when it is 75 percent committed, or
 - b) four (4) months before the contract expiry date, or
 - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

Method of Payment - Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

Payment by Direct Deposit

Payments by direct deposit will be subject to Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

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It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

7. Accounts and Audit

- 7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

8. Invoicing Instructions

- 8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 8.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment: Catherine Charbonneau

Project Support Officer

Department of Justice Canada

275 Sparks Street, Ottawa ON, K1A 0H8

Telephone: 613-863-5383

Email: Catherine.Charbonneau@justice.gc.ca

9. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- 9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

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10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2015-09-03) General Conditions Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List
- (e) Annex C, Non-Disclosure Agreement;
- (f) Annex D, Recipient Electronic Payment Registration Request Form;
- (g) Supply Arrangement Number E60ZT-120001/259/ZT; and
- (h) the Contractor's bid dated January 18, 2016.

12. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

13. Replacement of Specific Individuals

- 13.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 13.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada
- 13.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

14. Ownership

- 14.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 14.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 14.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 14.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

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Contract # 1929460112 Protak Consulting Group Inc.

15. Limitation of Liability – Information Management/Information Technology

15.1 Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

15.2 First Party Liability:

- 15.2.1 The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - a) any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
 - b) physical injury, including death.
- 15.2.2 The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- 15.2.3 Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- 15.2.4 The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- 15.2.5 The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - a) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - b) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).
- 15.2.6 In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
- 15.2.7 If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

15.3 Third Party Claims:

- 15.3.1 Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- 15.3.2 If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to

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special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

15.3.3 The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

Department of Justice Canada Ministère de la Justice Canada Contract # 1929460112 Protak Consulting Group Inc.

ANNEX A - STATEMENT OF WORK

1 TITLE

Enterprise Architect - MS SharePoint - Enterprise Search

2. BACKGROUND

The Department of Justice (JUS) has identified the need for search capabilities. With that said, an enterprise architect is required to assist JUS with gaining a better understanding of the current search configuration and develop a strategy/plan to gain operational efficiencies. As part of this strategy, the connection of metadata from business to technical will be required to improve search results and at the same time plan for search server improvements considering the amount of data that needs to go through.

3. REQUIREMENT

The Contractor will be required to provide:

- Enterprise Search Strategy for search requirements using SharePoint 2013 that will address:
 - o Indexing of files and information across the SharePoint infrastructure
 - Serving a range of user requirements, from complex research to simple fact checking, and supporting business-critical processes through customized search capabilities;
 - While respecting all document-level security restraints imposed by the originating content repositories involved
- Strategy for crawl function for GCDOCS and plan for federated search

4. TASKS AND DELIVERABLES

A report will need to be completed by the Contractor. The Contractor will also be responsible for providing updates on a weekly basis to the Project Authority. All tasks/deliverables will need to be completed before March 31, 2016.

5. PRIMARY LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The Contractor will be required to work at the following address: Department of Justice, 284 Wellington Street, Ottawa, Ontario, K1A 0H8 and/or the Contractor's premises, as required and agreed upon by the Project Authority in the case of creation of documentation/planning that does not involve direct work with Justice documents and sensitive information.

6. LANGUAGE OF WORK

The Contractor's resource must provide services and all deliverables in English.

7. TRAVEL

The Contractor will be responsible for their own travel and expenses in order to work onsite in order to fulfill the terms of their contract.

8. CONSTRAINTS

The Contractor will be required to:

- (i) Remain within the budget allocated under this contract
- (ii) Immediately bring to the attention of the Project Authority any problem or concerns he/she may face in delivering his/her mandate.

s.19(1) s.20(1)(c)

	5.20	(1)(0)										
Gouvernement du Canada		Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats										
	Date of solicitation - Date de l'ir	vitation à soumissionner		11		Requisition No. eman. Yr A	n. Ser, No - N° de s	série	Page 1	of 1		
	Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :			Destination DW-DIR PROJEC	19294	. 10				narge de l'inspection Destinataire au point de destination sauf		
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	Contract Amendment	X Contrat Modification		275 SPARKS ST OTTAWA ON K1 CANADA		4			Direct Inquiries to: Adresser toutes demandes de rens. à: PORDONICK, KAYLA 613-946-9012			
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s.19(1) s.20(1)(c)

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Gouvernement du

Supply Arrangement Solicitation/Contract

Signature

Canada Canada		Arrangement en ma	tière d'approvisionnemen	t relatif aux invitations à soumissionner et aux co	ntrats
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Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and incidulies and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST prices. GST is included in the total estimated cost. Prices include pacified herein; municipal taxes are not applicable; for provincial taxes, see the	is extra as applicable to the unit .O.B. (including all delivery charges)	and packing slips must doi être indique include the number tous les connaindicated in this box bordereaux d'	urant dans cette case lé dans toutes les factures, aissements et tous les accompagnement	Invoices - Driginal and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à : DW-DIR PROJECT SERVICES	
À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seror	nt en monnaie canadienne, les droits	1929460 Amendment NoNo. de la modification	0113 Previous Value - Valeur précédente	DEPARTMENT OF JUSTICE CANADA ATT:CATHERINE CHARBONNEAU (613 275 SPARKS ST ROOM 11014	3-941-
de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services prix unitaires. La TPS epplicable aux prix unitaires est en sus. La TPS est comprise dans le coi les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) a présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciale	ût total estimatif. Les prix comprennen ux destinations indiquées dans les		Revised Value - Montant Révisá	OTTAWA ON K1R 7X9 CANADA	

- 1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
- 2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/426/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document. Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/426/ZT sont incorporées dans les présentes.

Item Article		Description		From - De Y-A M D-J	A-oT L-DMA-Y	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit TauxVal. timite	GST% %TPS	GST Total Total TPS	Total
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Solicitatio At - À	n closes - L'invitation à soumissionner prend fin le 00:00:00	The Vendor offers and agrees to sell and si services listed herein and on any attached an offer to sell.	upply to the Minister, upon the terms and sheets at the price(s) set out therefor. R	d conditions set out herein esponses to a request for	n, including the attachme proposal by a potential	nts hereto, the supplies supplier will be consider	and/or State poindiquer services	int of manufacture/shippi le lieu de fabrication ou doivent être rendus,	ing of goods d'expédition	or where service is to be des biens, ou encore le	performed. lieu où les
On - Le	·	Le foumisseur offre et convient de vendre a deux, énumérés dans les présentes et dans foumisseur éventuel seront considérées co	au Ministre, aux conditions stipulées dan s toute annexe aux présentes, au ou aux imme des offres de vente.	ns les présentes et dans les documents ci-joints, les biens ou services, ou les x prix indiqués. Les réponses à une demande de proposition présentée par un							
ORAN 204-	Jaddress of Vendor - Nom et adresse du fournisseur GUTECH INC. 116 ALBERT ST WA ON K1P 5G3	Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du foumisseur (en lettres moulées) Pursuant to Section 32(1) of the Financial Administration Act, funds are avail En vertue de l'arricle 32(1) de la loi sur la gestion des finances publiques de sont disponibles FR 1000 2013 Signature						re available. ues des fonds M fulle;			
CANA		Signature Date Telephone No N° de téléphone					Coût gloi	imated Cost bal estimatif 24,950.40		For the Minister - Réser	vé au Ministre
Vendor N	o No.du Fournisseur Fax No No. de Télécopie	Your offer is accepted to the extert specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.		ned copy forthwith. Irner immédiatement	The Vendor hereby acc	epts/acknowledor	s this contract	nce du prése	ent contrat et qu'il l'accep	

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Department of Justice Canada

Ministère de la Justice

Contract # 1929460113 Orangutech Inc.

CONTRACT SPECIFICATIONS

1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.5 The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List, attached at Annex B;
 - b) Industrial Security Manual (Latest Edition).

2. Statement of Work

This Contract is being issued for the requirement of Professional Services of a Senior Application/Software Architect to complete a Digital Workspace Accessibility Assessment for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Annex A - Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 Integrity Provisions – Contract, of General Conditions 2010B incorporated by reference above is deleted in its entirety and replace with the following:

- 31 Code of Conduct and Certifications
- 1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
- 2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following: a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies; b) corruption, collusion, bidrigging or any other anti-competitive activity in the procurement process.
- 3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following: a) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or b) paragraph 80(1)(d)

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(False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

- 4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly: a) either one controls or has the power to control the other, or b) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.
- 5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.
- 6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

3.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

Graeme Jones

3.3 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex C, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2016 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is: Kayla Pordonick
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-948-2525

Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:
Francisco Braga
Manager – Digital Workspace
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-868-7973
Email: Francisco.Braga@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes

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s.19(1)

s.20(1)(c)

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Department of Justice Canada

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Contract # 1929460113 Orangutech Inc.

to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Telephone: 613-288-2840 ext.

Email: @orangutech.com

6. Payment

6.1 Basis of Payment – Firm Per Diem Rate

The Contractor will be paid the firm per diem rate as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Resource

Category: Senior Application/Software Architect

Firm Per Diem Rate:

Estimated Level of Effort: up to a maximum of days

6.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.3 Limitation of Expenditure

- 6.3.1 Canada's total liability to the Contractor under the Contract must not exceed \$22,080.00. Customs duties are included and Applicable Taxes are extra.
- 6.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a) when it is 75 percent committed, or
 - b) four (4) months before the contract expiry date, or
 - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work.

whichever comes first.

6.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.4 Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

6.5 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

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Ministère de la Justice Canada Contract # 1929460113 Orangutech Inc.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

7. Accounts and Audit

- 7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

8. Invoicing Instructions

- 8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 8.2 Invoices must be distributed as follows:
 The original and one (1) copy must be forwarded to the following address for certification and payment:
 Catherine Charbonneau
 Project Support Officer
 Department of Justice Canada
 275 Sparks Street, Ottawa ON, K1A 0H8
 Telephone: 613-863-5383

Email: Catherine Charbonneau@justice.gc.ca

9. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- 9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- 9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

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Department of Justice Canada

Ministère de la Justice Canada Contract # 1929460113 Orangutech Inc.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2015-09-03) General Conditions Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List
- (e) Annex C, Non-Disclosure Agreement;
- (f) Annex D, Recipient Electronic Payment Registration Request Form;
- (g) Supply Arrangement Number E60ZT-120001/426/ZT; and
- (h) the Contractor's bid dated January 2016.

12. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

13. Replacement of Specific Individuals

- 13.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 13.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada
- 13.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

14. Ownership

- 14.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 14.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 14.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 14.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

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Department of Justice

Ministère de la Justice

Canada

Contract # 1929460113 Orangutech Inc.

Limitation of Liability - Information Management/Information Technology 15.

Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

15.2 First Party Liability:

- 15.2.1 The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - a) any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
 - b) physical injury, including death.
- 15.2.2 The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- 15.2.3 Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- 15.2.4 The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- 15.2.5 The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - a) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - b) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).
- 15.2.6 In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
- 15.2.7 If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

Third Party Claims:

- 15.3.1 Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- 15.3.2 If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to

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Department of Justice Canada Ministère de la Justice Canada Contract # 1929460113 Orangutech Inc.

special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

15.3.3 The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

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Contract # 1929460113 Orangutech Inc.

ANNEX A - STATEMENT OF WORK

Department of Justice Canada Digital Workspace Accessibility Assessment

BACKGROUND

The Department of Justice (JUS) Digital Workspace Team has a need to acquire professional services to assist with their SharePoint 2013 accessibility and usability review.

REQUIREMENT

The Contractor will be required to provide:

- A thorough WCAG 2.0 A and AA compliance review report of the JUS SharePoint 2013 platform against current Government of Canada Web Accessibility Standards, including, site templates, web pages, document libraries,
- Identify specific SharePoint features and functionality that do not meet the Government of Canada Web Standard and offer recommended solutions for improving compliance;
- Review SharePoint 2013 from the perspective of defined Persons with Disabilities (PWDs) and offer practical solutions and workarounds for improving their user experience with this tool.
- Conduct a workshop for 4 8 people to review the recommendations and discuss practical ways to implement solutions and how to engage PWDs when identifying and defining solution requirements.
- Consult with PWD users and stakeholders to help ensure that our Digital Workspace efforts are aligned to help provide reasonable accommodations to help them work digitally.

TASKS AND DELIVERABLES

The Contractor will be responsible for providing:

- An on-premise SharePoint 2013 Web Accessibility and WCAG 2.0 A and AA compliance audit, and written report with compliance and usability related recommendations;
- Provide an onsite 2-3 three day advanced web accessibility solution workshop to the technical team
- Provide a 4 hour workshop to Digital Workspace Business Analysts and relationship managers to improve our awareness and responsiveness to helping to address accessibility needs related client engagement and business requirements gathering process.
- Engage Persons with Disabilities and EE stakeholders as necessary to understand their needs and concerns with respect to the Digital Workspace and offer strategies and advice to facilitating their transition and support to the Digital Workspace.

REPORTING REQUIREMENTS

The Contractor will be required to complete the SharePoint 2013 compliance and usability assessment and submit the written report no later than March 31, 2016.

PRIMARY LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The Contractor will be required to conduct his primary assessment on-site under the supervision of a technical team member, and will not have access to the premise outside of normal working hours. Likewise, all training and debriefing sessions will be contacted on premise at the following location:

Department of Justice 284 Wellington Street Ottawa, Ontario K1A 0H8

LANGUAGE OF WORK

All deliverables will be provided in English.

The Contractor will be responsible for their own travel and expenses in order to work onsite in order to fulfill the terms of their contract.

CONSTRAINTS

The Contractor will be required to:

- Remain within the budget allocated under this contract (i)
- (ii) Immediately bring to the attention of the Project Authority any problem or concerns he/she may face in delivering

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Department of Justice Canada

Ministère de la Justice Canada Contract # 1921960306 Samson & Associés

CONTRACT SPECIFICATIONS

1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.5 The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List, attached at Annex B;
 - b) Industrial Security Manual (Latest Edition).

2 Statement of Mork

This Contract is being issued for the requirement of Professional Services of a Senior Financial Specialist to complete salary forecasting analysis and process review for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Annex A - Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 Integrity Provisions – Contract, of General Conditions 2010B incorporated by reference above is deleted in its entirety and replace with the following:

- 31 Code of Conduct and Certifications
- 1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
- 2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following: a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies; b) corruption, collusion, bidrigging or any other anti-competitive activity in the procurement process.
- 3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following: a) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or b) paragraph 80(1)(d)

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(False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

- 4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly: a) either one controls or has the power to control the other, or b) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.
- 5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.
- 6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

3.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

- Pamela Grochot

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to April 30, 2016 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is: Kayla Pordonick
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-948-2525
Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:
Diane Platt
Director, Resource Management
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-957-4580
Email: Diane.Platt@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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s.19(1)

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Department of Justice Canada

Ministère de la Justice Canada

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Contractor's Representative 5.3

Telephone: 819-772-0044 ext.

Email:

@samson.ca

6. **Payment**

Basis of Payment -- Firm Per Diem Rate

The Contractor will be paid the firm per diem rate as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Category: Senior Financial Specialist

Firm Per Diem Rate:

Estimated Level of Effort: up to a maximum of days

Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.3 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$17,600.00. Customs duties are included and Applicable Taxes are extra.
- No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes. modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a) when it is 75 percent committed, or
 - b) four (4) months before the contract expiry date, or
 - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work.

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

Method of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

Payment by Direct Deposit

Payments by direct deposit will be subject to Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General

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Department of Justice Canada

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Conditions - Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

7. Accounts and Audit

- 7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

8. Invoicing Instructions

- 8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 8.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment: Nadine Designations

Administrative Assistant to the Director, Resource Management

Department of Justice Canada

284 Wellington Street, Ottawa ON, K1A 0H8

Telephone: 613-957-6499

Email: Nadine.Desjardins@justice.gc.ca

9. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- 9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- 9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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Department of Justice Canada

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11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

(a) the Articles of Agreement;

(b) the general conditions 2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity)

(c) Annex A, Statement of Work;

- (d) Annex B, Security Requirements Check List
- (e) Annex C, Recipient Electronic Payment Registration Request Form;
- (f) Supply Arrangement Number E60ZT-120001/388/ZT; and
- (g) the Contractor's proposal dated March 1, 2016.

12. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

13. Replacement of Specific Individuals

- 13.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 13.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada
- 13.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

14. Ownership

- 14.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 14.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 14.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 14.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

15. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in

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death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

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Department of Justice Canada Ministère de la Justice Canada Contract # 1921960306 Samson & Associés

ANNEX A - STATEMENT OF WORK

1. TITLE

Salary Forecasting Analysis and Process Review

2. BACKGROUND

The SAP Salary Forecasting Tool (SFT) is both a forecasting and expenditure management tool. It is designed as a financial analysis tool (not a Human Resource System) which allows managers to forecast:

- 1. Planned & Vacant Positions
- 2. Employee Salaries
- 3. Employee Allowances (bilingual bonus, etc.)
- 4. Global Costs (overtime, payment in lieu of leave, etc.)

There are several benefits to using SFT including:

- Planning and managing annual salary costs
- · Identifying irregular salary expenditures (overtime, pay in lieu, parental leave allowance, etc.)
- Accessing real time data from a single system
- Improved reporting

It is important to note that there will always be variances in the forecast as a result of timing differences between the period of the forecast and the period that the salary is actually paid to the employee and posted in SAP. However, variances are also created by incomplete or improper data entry.

3. REQUIREMENT

The Contractor's resource will be required to complete a salary forcasts review and update. The Contractor's resource will review and reconcile/compare the SAP SFT data, review all planned staffing actions and work with Financial Management Advisors (FMAs) as needed to make changes/corrections.

The resource will also be required to develop a process and guide for all SFT users. This guide on the business process will ensure that a standardized approach is used across the Department and will complement the IFMS/SFT training (system input). Existing process maps and guides will need to be updated and the Financial Planning and Budgeting Manager and Director or Resource Management Division will need to be briefed on the revised process/guide.

4. TASKS AND DELIVERABLES

Task A:

Review the SAP Salary Forecasting Tool (SFT) data and compile all anomalies in the employee action codes used in all departmental cost centres (for example Leave Without Pay with no end date)

Task B:

Reconcile/compare SFT data (employee, position, global forecasts) including action codes to actual pay files and/or FMA/manager planned staffing records to identify and compile errors/anomalies.

Task C:

Review all planned staffing actions:

- Confirm dates and positions
- Identify if start date is reasonable and achievable
- Analyze all records that appear erroneous
- Follow up with Financial Management Advisors (FMAs) to confirm data in SFT represents fairly the managers' actual and anticipated workforce

Task D:

Consult with FMAs to:

- Confirm their understanding of managers' planned staffing requirements and employment/pay status of current employees.
- As needed, advise/notify them of required changes/corrections

Deliverable Due Date: Task A-D

Salary forecasts review and update must be completed by March 31, 2016

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Department of Justice

Ministère de la Justice Canada

Contract # 1921960306 Samson & Associés

Task E:

Following the above review (Task A to D), develop a process and a guide for all SFT users which will include:

- How to avoid most common SFT errors and correct them if required
- A checklist (step by step) to guide SFT users when and how to record and correct information in SFT.

Task F:

Review and, as needed, modify existing SFT reference guides and process maps and/or develop a new guide to improve user efficacy, reduce error rates and/or facilitate trouble shooting/correction of common errors.

Brief Financial Planning and Budgeting Manager and Director or Resource Management Division on revised process/guide.

<u>Deliverable Due Date: Task E-G</u>
Guide for all SFT users, modification of SFT reference guides and process maps and/or development of new guide, and briefing must be completed by April 30, 2016.

PRIMARY LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The Contractor will be required to work at the following address: Department of Justice, 284 Wellington Street, Ottawa, Ontario, K1A 0H8 and/or the Contractor's premises, as required and agreed upon by the Project Authority in the case of creation of documentation/planning that does not involve direct work with Justice documents and sensitive information.

LANGUAGE OF WORK

The Contractor's resource must provide services and all deliverables in English.

The Contractor will be responsible for their own travel and expenses in order to work onsite in order to fulfill the terms of their contract.

s.19(1) s.20(1)(c)

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Government of Canada

Gouvernement du Canada Supply Arrangement Solicitation/Contract
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Resulting Contract Clauses E60ZT-120001/802/ZT

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#2

- The Contractor must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada
- The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
 The Contractor must comply with the provisions of the:
- - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
 b. Industrial Security Manual (Latest Edition).

2. Statement of Work

This bld solicitation is being issued for the requirement of Professional Services of four (4) Human Resource Consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions
All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of March 9, 2016 to July 31st, 2016.

5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional three (3) months period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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Canada may exercise this option at any time by sending a written notice to the Contractor at least 7(seven) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is: Mélanie Beauvais Lefort **Contracting Officer** Department of Justice Canada
Contracting and Materiel Management Division
284 Wellington Street, EMD1239
Ottawa, ON K1A 0H8
Telephone: 613-952-2243 E-mail: Melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is: Violet Fox Manager, Financial Application Information Solutions Branch Department of Justice Canada 275 Sparks Street, SAT - 9101 Ottawa, Ontario K1A 0H8 Telephone: 613-790-4867

E-mail address: violet fox@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

202C-1960 Scott Street Ottawa ON K1Z 8L8 Telephone: 613-695-9800

@fasttrackstaffing.com

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7. Payment

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$16,825.00Customs duties are included and Applicable Taxes are extra.

Consultant: Per Diem Rate: plus taxes

Consultant:

Per Diem Rate: plus taxes

Payment for the work performed shall be made on the following basis:

Senior	HR Consultant
A maximum of days* of effort @	\$4,750.00 plus taxes
38- 368	Intermediate HR Consultant
A maximum of days* @	\$12,075.00 plus taxes
Sub-total .	\$16,825.00
HST	\$2,187.25
TOTAL	\$19,012.25

^{*} One day of work is 7.5 hours.

7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$16,825.00. Customs duties are included and Applicable Taxes are extra.
- 2.No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum. the adequacy of this sum: a.when it is 75 percent committed, or

b.four (4) months before the contract expiry date, or c.as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

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7.3 Method of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions'- Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20— Payment Period and Article 21—Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
 c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).

 d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

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7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions, Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:
a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Catherine Charbonneau
Project Support Officer
Information Solutions Branch
275 Sparks Street, SAT – 11074
Ottawa Ontario, K1A 0H8
Telephone: 613863-5383
E-mail: gatherine.charbonneau@iustice.gc.ca

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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11. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement
- b. the general conditions (2014-09-25) 2010B General Conditions Professional Services (Medium Complexity)
- c. Annex A, Statement of Work; d. Supply Arrangement Number E60ZT-120001/802/ZT
- e. The Contractor's proposal dated February 17, 2016, amended on March 8, 2016

12 Basis for Canada's Ownership of Intellectual Property

The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific Individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

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15. Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

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- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time. Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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Annexe A - Statement of Work

TITLE

HR Services are being requested to provide support to Justice to lead a CS-02 Process with 3 streams.

2 **OBJECTIVE**

> This contract is requested to provide support to the contract authority to lead, execute and complete a CS-02 Process. This contract will commence in fiscal year 2015/16 and will be completed in FY 2016/17. Tasks and deliverables are defined below.

3. **BACKGROUND**

Justice Canada requires a CS-02 staffing process to be run to support the Information Solutions Branch. The organization is seeking the professional services of HR consultants on call to manage and execute required HR activities on an 'as and when needed' basis.

4. SCOPE OF WORK

The Staffing Process is to be done for an estimation of 100 candidates.

As directed by the Project Authority, the allowing deliverables are expected to be provided with respect to HR requirements and staffing processes:

Step 1: To be done by March 31st, 2016

- Initiate the collective CS-02 process including
 o Ramp up on process (meetings and reading)
 o Create the Statement of Merit Criteria (SoMC)

 - Commence with the material generation
 Assist HR with the poster. Poster to be completed for CS-02 Advertised process 0 including 3 streams.

Step 2: To be done by July 31st 2016

All remaining work (tasks) listed below to complete the staffing process for CS-2 positions

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5. TASK AND DELIVERABLE

5.1 **Process Preparation**

- Ramp up on process (meetings and reading): Step1
 Participate in meetings and provide necessary status updates: Step 1 and 2
- Create the Statement of Merit Criteria (SoMC): Step 1
- Assist HR with the poster as required: Step 1
- Prepare a master rating guide for the process, including all relevant marking grids Step 2 Coordinate the approval of all major documents. Step 1 and 2

Note: Justice HR and the technical authority are responsible to sign off on all major documents.

5.2 **Material Generation**

- Develop test material Step 1 and 2 Develop Interview Guide Step 1 and 2
- Develop a Reference Check Guide Step 1 and 2
- Develop any other relevant material required for evaluation Step 1 and 2

5.3 Deliverable

- Screen all resumes Step 2

- Coordinate and execute a written exam (to be marked by client) Step 2
 Create a list of candidates for the interview process Step 2
 Gather and collate interview results (interviews conducted by the client) Step 2
- Complete the reference checks Step 2 Coordinate the collation of results Step 2
- Complete screening informal discussions as requested Step 2

5.4 **Documentation**

- Documentation of all results provided in a manner acceptable to HR for the completion of the process: Step 1 and 2
 Submit Documentation to Project Authority and HR for final approval Step 1 and 2

5.5 Other HR Support

Other HR Activities as requested by the Project Authority Step 1 and 2

6. REPORTING REQUIREMENTS

The Contractor must prepare a monthly status report in a format acceptable to the Project Leader. This report should include, without being limited to, timesheets showing hours worked on a daily basis, financial reports, progress reports, expected delays and corrective measures.

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Supply Arrangement Solicitation/Contract

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nless otherwise indicated herein by the Crown, all prices are to be in Canadian funds tites and excise taxes. The Goods and Services Tax (GST) is excluded from unit price ices. GST is included in the total estimated cost. Prices include packing, packaging a istination(s) specified herein; municipal taxes are not applicable; for provincial taxes,	es. GST is extra as applicable to the unit	and packing slips must doi être indique include the number tous les conn	urant dans cette case us dans toutes les factures, alssements et tous les accompagnement. 0410	Invoices - Original and two Factures - Remptir et envo RESOURCE MAI DEPARTMENT (oyer l'original e NAGEMEN OF JUST	et deux copies à : NT			
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Revised Value - Montant Révisé

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitairiens. La TPS espicable aux prix unitaires est en sus. La TPS est comprise dans le conditionnement es frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipates ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière lnc./Decs. - Aug./Dim.

284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne la Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/857/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document. Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/857/ZT sont incorporées dans les présentes.

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00020	Snr Financial Specialist -		2016.03.17	2016.05.13	19219			13%	2,145.00	18,645.00
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Solicitation At - Å	Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00:00 The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or Indiquer te lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus									performed. lieu où les
On-Le		Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dan deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux fournisseur éventuel seront considérées comme des offres de vente.	s les présentes et dans le prix indiqués. Les répon	es documents ci-joints, le ses à une demande de p	s biens ou services, ou roposition présentée par	1	aint - Point FAB		stination	
THE	address of Vendor - Nom et adresse du fournisseur RIGHT DOOR	Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du foumisseur (en lettres mo	euf ée s)		· · · · · · · · · · · · · · · · · · ·	Pursuan En vertu sont disp	to Section 32(1) of the F e de l'article 32(1) de la F onibles	Financial A oi sur la ge	dministration Act, funds a estion des finances publiq	re available. ues des fonds
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	o No.du Foumisseur Fax No No. de Télécople	Your offer is accepted to the extent specified herein. Your offre est acceptée aux conditions exposées dans les présentes. You are requested to supply as indicated herein. Nous vous demandors de fournir ce qui est précisé dans les présentes.		ned copy forthwith.	The Vendor hereby acc Le foumisseur reconnai	epts/acknowledg it par les présente	es this contract. es qu'il a pris connaissan	ce du prés	ent contrat et qu'il l'accep	te.
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Department of Justice

Ministère de la Justice

Contract # 1921960410
The Right Door Consulting and Solutions Inc.

CONTRACT SPECIFICATIONS

1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.5 The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List, attached at Annex B;
 - b) Industrial Security Manual (Latest Edition).

2. Statement of Work

This Contract is being issued for the requirement of Professional Services of a Senior Financial Specialist to develop a costing framework and review the departmental reserve template for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Annex A - Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 Integrity Provisions – Contract, of General Conditions 2010B incorporated by reference above is deleted in its entirety and replace with the following:

- 31 Code of Conduct and Certifications
- 1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
- 2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following: a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies; b) corruption, collusion, bidrigging or any other anti-competitive activity in the procurement process.
- 3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following: a) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or b) paragraph 80(1)(d)

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Department of Justice Canada Ministère de la Justice Canada Contract # 1921960410
The Right Door Consulting and Solutions Inc.

(False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

- 4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly: a) either one controls or has the power to control the other, or b) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be
- 5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada
- 6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

3.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

William Callaghan

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to May 13, 2016 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is: Kayla Pordonick Senior Contracting Officer Department of Justice Canada 284 Wellington Street, Ottawa ON, K1A 0H8 Telephone: 613-948-2525

Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:
Diane Platt
Director, Resource Management
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-957-4580
Email: Diane.Platt@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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Department of Justice Canada

Ministère de la Justice Canada Contract # 1921960410
The Right Door Consulting and Solutions Inc.

5.3 Contractor's Representative

Telephone: 613-627-2158
Email: @therightdoor.ca

6. Payment

6.1 Basis of Payment – Firm Per Diem Rate

The Contractor will be paid the firm per diem rate as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Resource:

Category: Senior Financial Specialist

Firm Per Diem Rate:

Estimated Level of Effort: up to a maximum of

days

6.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.3 Limitation of Expenditure

- 6.3.1 Canada's total liability to the Contractor under the Contract must not exceed \$21,900.00. Customs duties are included and Applicable Taxes are extra.
- 6.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a) when it is 75 percent committed, or
 - b) four (4) months before the contract expiry date, or
 - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work.

whichever comes first.

6.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.4 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.

6.5 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein

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Department of Justice

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Contract # 1921960410 The Right Door Consulting and Solutions Inc.

under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

Accounts and Audit 7.

- The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

8. **Invoicing Instructions**

- 8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment: **Nadine Desjardins**

Administrative Assistant to the Director, Resource Management

Department of Justice Canada

284 Wellington Street, Ottawa ON, K1A 0H8

Telephone: 613-957-6499

Email: Nadine.Desjardins@justice.gc.ca

9. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- 9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

10. **Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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The Right Door Consulting and Solutions Inc.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2015-09-03) General Conditions Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List
- (e) Annex C, Recipient Electronic Payment Registration Request Form;
- (f) Supply Arrangement Number E60ZT-120001/857/ZT; and
- (g) the Contractor's proposal dated March 13, 2016.

12. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

13. Replacement of Specific Individuals

- 13.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 13.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada
- 13.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

14. Ownership

- 14.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 14.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 14.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 14.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

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Department of Justice Canada

Ministère de la Justice Canada Contract # 1921960410 The Right Door Consulting and Solutions Inc.

15. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

Department of Justice

Ministère de la Justice

Contract # 1921960410
The Right Door Consulting and Solutions Inc.

ANNEX A - STATEMENT OF WORK

1. TITLE

Costing Framework and Review of the Departmental Reserve Template

2. OBJECTIVE

The objective of this Contract is to retain the services of a Senior Financial Specialist to develop a costing framework for the Department of Justice Canada and to review the Departmental Reserve template.

3. TASKS

Task A:

Review existing departmental and TBS policies, guidelines and frameworks on costing to develop best practices.

Task B:

Develop a Costing Framework/Guideline for the Department of Justice Canada based on best practices on the following specific topics:

- a) Departmental guidelines in costing of salary and FTEs on numerous topics such as transfer of employees/organizations to new projects/initiatives.
- b) Departmental guidelines in costing on O&M per FTE.
- c) Define scope of Project/Initiative Costing in identifying what is included and excluded.
- d) Define life cycle costing of a project/initiative.
- e) Clear definition and guidelines between full and incremental costs.

Task C:

Document Department of Justice Canada processes and procedures in the annual development of the Legal Services Rates and its related Hybrid Funding Model.

Task D:

Develop a revised costing template for project funding requests against the departmental reserve.

Task E

Define viable options and methodologies in the repatriation of a-base resources from client departments to Justice based on OGDs best practices if the Hybrid Funding model is modified.

Task F

Brief Resource Management Division Managers and Director on the revised process/guide.

4. **DELIVERABLES**

The deliverables are as follows:

- 1) Costing Framework
- 2) Revised Costing Templates

Deliverable Due Dates:

Deliverable due dates are to be determined by the Project Authority, but the deliverables must be completed and approved by the Project Authority no later than May 15, 2016.

5. PRIMARY LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The Contractor will be required to work at the following address: Department of Justice, 284 Wellington Street, Ottawa, Ontario, K1A 0H8 and/or the Contractor's premises, as required and agreed upon by the Project Authority in the case of creation of documentation/planning that does not involve direct work with Department of Justice Canada documents and sensitive information.

6. LANGUAGE OF WORK

The Contractor's resource must provide services and all deliverables in English.

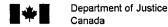
7. TRAVEL

The Contractor will be responsible for their own travel and expenses in order to work onsite at the Department of Justice in order to fulfill the terms of the Contract.

Page **7** of **13**

s.19(1) s.20(1)(c)

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Resulting Contract Clauses E60ZT-120001/462/ZT

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#2

- The Contractor must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
- 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 4. The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
 - b. Industrial Security Manual (Latest Edition).

2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of one (1) Business Analyst Consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

4.General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

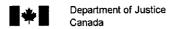
5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of March 30th, 2016 to June 30th, 2016.

5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional three (3) months period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.



Canada may exercise this option at any time by sending a written notice to the Contractor at least 7(seven) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is: Mélanie Beauvais Lefort Contracting Officer Department of Justice Canada Contracting and Materiel Management Division 284 Wellington Street, EMD1239 Ottawa, ON K1A 0H8 Telephone: 613-952-2243

E-mail: Melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is: Bruno Theriault Director General, Workplace Branch Department of Justice Canada 350 Albert Street, Suite 300 Ottawa Ontario, K1A 0H8 Telephone: 613-941-2818

E-mail address: bruno.theriault@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

75 Albert Street, Suite 906 Ottawa ON K1P 5E7

Telephone: 613-234-4972 ext.

Email: bidresponse@qmrconsulting.com

s.19(1) s.20(1)(c)

Requisition No. - 1000020428

7. Payment

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$19,000.00. Customs duties are included and Applicable Taxes are extra.

Consultant:

Per Diem Rate: plus taxes

Payment for the work performed shall be made on the following basis:

Peter Hadwen – Senior Business Analyst Consultant					
A maximum of days of effort @	\$19,000.00 plus taxes				
HST	\$2,470.00				
TOTAL	\$21,470.00				

7.2 Limitation of Expenditure

- 1.Canada's total liability to the Contractor under the Contract must not exceed \$19,000.00. Customs duties are included and Applicable Taxes are extra.
- 2.No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a: when it is 75 percent committed, or

b.four (4) months before the contract expiry date, or

c.as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Method of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20— Payment Period and Article 21—Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.



7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Diane Latreille Admnistrative Officer Workplace Branch 350 Albert Street, Suite 300 Ottawa Ontario, K1A 0H8 Telephone: 613-952-6551

E-mail: diane.latreille@justice.gc.ca

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



11. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2014-09-25) 2010B General Conditions Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Supply Arrangement Number E60ZT-120001/462/ZT
- e. The Contractor's proposal dated March 9, 2016

12 Basis for Canada's Ownership of Intellectual Property

The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



15. Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada), or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

Requisition No. – 1000020428



Annexe A – Statement of Work

1 TITLE

Mental Health Departmental Action Plan

Canada

2 OBJECTIVE

The objective of this contract is to support and deliver some important components of the recent departmental action plan on Mental Health. This work will help the Department of Justice to implement its mental health strategy for the organization.

3. REQUIREMENT DESCRIPTION

The Department of Justice has recently developed a draft action plan to support psychological health in the organization. The services required by the consulting firm will be to develop and deliver some components of the action plan. The focus of this work will be on developing a framework for plan and performance, establishing the basis for monitoring performance against plan, and ensuring effective governance is in place to enable progress against plan. The deliverables will leverage best practices in other government departments, and also build on the work already accomplished by Justice Canada. See Section 6.2 and 6.3 for details

4. SCOPE OF WORK

- 4.1 Tasks / Detailed Services
 - Project Kick-off (review of proposal workplan, preparation of questions and comments)
 Due date; March 31st, 2016

2- Discovery (Initial Content)

- a. Request and review of relevant documents. This will include Justice Canada program documents, but also documents from other government departments with similar psychological health in the workplace programs (e.g., ESDC, and also the consultative results of TBS).
- b. Development of an outline/framework documents to create a visual and content understanding of "What is being built" for the final deliverable (e.g. structure, text, graphics, and tables suitable for the final deliverables (word document and power point)
- c. Discussion and confirmation of the key structure and proposed content for all key deliverables. For example, this will include confirming the logic model and performance measurement framework. It will also include a roughed out version of the Terms of Reference for the governance committee.

Due date: Second week of April, 2016

3- Establish Draft Content of key Deliverables to make Ready for Stakeholder Forum

- a. Conduct interviews with Champion and selected stakeholders regarding SWOT of current psychologic health at Justice, vision (end state), priority activities, governance requirements, desired outcomes
- b. Conduct working sessions/meetings with Workplace Branch officials to put content around the following structures to make them ready for the One-Day forum of stakeholders:
 - i. Framework
 - ii. Governance (committee)
 - iii. Performance measurement
 - iv. Agenda and facilitation approach for forum
- c. Prepare and submit drafts to the client, and review and finalize as drafts for use in the one-day forum

Due date: end of April, 2016

4- Conduct One-Day Forum of Stakeholders

- a. Develop and refine agenda and facilitation approach
- b. Facilitate the session in both official languages with reference to the documents/structures prepared in task 3. The goal of the session is to present the proposed framework, obtain support for its contents, and facilitate agreement on a list of priority actions phased over a multi-year time period. Time permitting the forum should also review the draft Terms of Reference for the Committee, and the draft performance indicators.
- Prepare a short report on the session, which will include content and recommendations about the framework.

Due date: Second week of May, 2016

5- Prepare Final Deliverables

- a. Revisions to the Terms of Reference will be prepared for final review by the Champion.
- b. Completion of a report on AS IS and TO BE organization structure.

Due date; End of May, 2016

4.2 Deliverables and Acceptance Criteria

The Consulting firm will be responsible to deliver the following results:

1) Mental Health Framework:

Develop a Mental Health Framework that will set out the vision, desired outcomes, pillars of activities and the expected outputs and short-term outcomes. This will set the basis for an integrated plan of priority activities phased-out over the next three years to achieve

Requisition No. – 1000020428

measurable outcomes. The framework will be in a placemat format with supporting description.

2) Stakeholders Forum:

Organize and facilitate a one-day forum with stakeholders to discuss the current organizational approach on psychological health. The key output of the forum will be a list of priority actions phased out over a multi-year roadmap.

3) Mental Health Departmental Committee:

Develop Terms of Reference, membership and governance relating to the proposed action to establish a departmental committee to provide guidance and direction on the management of psychological health lead by the Mental Health Champion.

4) Performance Measurement Plan:

Identify key performance indicators to monitor the status of psychological health and assess progress. These indicators will align with the framework, and follow SMART principles. They will be leading and lagging indicators to serve as the basis for continuous improvement of services